

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
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AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On April 21, 2006, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification, and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Motion for Order Under 11 U.S.C. § 363(b) and Fed.R.Bankr.P.6004
Authorizing Debtors' Entry into Agreements with Booz Allen Hamilton Inc
(Docket No. 3319) [a copy of which is attached hereto as Exhibit D]
- 2) Motion for Order Under 11 U.S.C. § 365 and Fed.R.Bankr.P.6006
Authorizing Rejection of OEM License and Supply Agreement with Inovise
Medical, Inc. (Docket No. 3321) [a copy of which is attached hereto as
Exhibit E]
- 3) Notice of Presentment Of Order Under 11 U.S.C. Section 327(e) And 1107(b)
And Fed. R. Bankr. P. 2014 Authorizing Employment And Retention Of
Blake, Cassels & Graydon LLP As Canadian Counsel To Debtors Nunc Pro
Tunc To January 9, 2006 (Docket No. 3329) [a copy of which is attached
hereto as Exhibit F]
- 4) Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving
Settlement Agreement With XM Satellite Radio Inc. (Docket No. 3337) [a
copy of which is attached hereto as Exhibit G]
- 5) Notice of Hearing on Motion for Approval, Pursuant to Federal Rule of
Bankruptcy Procedure 9019, of Settlement Agreement with Furukawa Electric
North America APD, Inc. (Docket No. 3347) [a copy of which is attached
hereto as Exhibit H]
- 6) Motion To Approve Stipulation And Agreed Order Between Delphi
Corporation, Et Al. And Flextronics International Asia-Pacific Ltd., Et Al.

Regarding Adequate Protection Of Prepetition Setoff Rights (Docket No. 3348) [a copy of which is attached hereto as Exhibit I]

- 7) Ex Parte Motion Under Bankruptcy Code Section 107(b) And Fed. R. Bankr. P. 9018(1) For Order Authorizing Debtors To File Under Seal Portions Of Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving License Agreement With Denso Corporation In Settlement Of Patent Infringement Litigation (Docket No. 3355) [a copy of which is attached hereto as Exhibit J]
- 8) Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving Stipulations And Settlement Agreements With Certain Defendants In In Re Electrical Carbon Products Antitrust Litigation, MDL 1514 (Docket No. 3357) [a copy of which is attached hereto as Exhibit K]
- 9) Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving License Agreement With Denso Corporation In Settlement Of Patent Infringement Litigation (Docket No. 3358) [a copy of which is attached hereto as Exhibit L]
- 10) Notice of Presentment of Order Under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 Authorizing Employment and Retention of Pagemill Partners, LLC as Financial Advisors to Debtors Nunc Pro Tunc to March 14, 2006 (Docket No. 3366) [a copy of which is attached hereto as Exhibit M]
- 11) Notice of Presentment of Order Under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 Authorizing Employment and Retention of Mayer, Brown, Rowe & Maw LLP as Special Information Technology Outsourcing Counsel to Debtors Nunc Pro Tunc to February 1, 2006 (Docket No. 3368) [a copy of which is attached hereto as Exhibit N]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit Q hereto via overnight delivery:

- 12) Motion for Order Under 11 U.S.C. § 363(b) and Fed.R.Bankr.P.6004 Authorizing Debtors' Entry into Agreements with Booz Allen Hamilton Inc (Docket No. 3319) [a copy of which is attached hereto as Exhibit D]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit P hereto via overnight delivery:

- 13) Motion for Order Under 11 U.S.C. § 365 and Fed.R.Bankr.P.6006 Authorizing Rejection of OEM License and Supply Agreement with Inovise Medical, Inc. (Docket No. 3321) [a copy of which is attached hereto as Exhibit E]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit Q hereto via overnight delivery:

- 14) Notice of Presentment Of Order Under 11 U.S.C. Section 327(e) And 1107(b) And Fed. R. Bankr. P. 2014 Authorizing Employment And Retention Of Blake, Cassels & Graydon LLP As Canadian Counsel To Debtors Nunc Pro Tunc To January 9, 2006 (Docket No. 3329) [a copy of which is attached hereto as Exhibit F]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit R hereto via overnight delivery:

- 15) Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving Settlement Agreement With XM Satellite Radio Inc. (Docket No. 3337) [a copy of which is attached hereto as Exhibit G]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit S hereto via overnight delivery:

- 16) Notice of Hearing on Motion for Approval, Pursuant to Federal Rule of Bankruptcy Procedure 9019, of Settlement Agreement with Furukawa Electric North America APD, Inc. (Docket No. 3347) [a copy of which is attached hereto as Exhibit H]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit T hereto via overnight delivery:

- 17) Motion To Approve Stipulation And Agreed Order Between Delphi Corporation, Et Al. And Flextronics International Asia-Pacific Ltd., Et Al. Regarding Adequate Protection Of Prepetition Setoff Rights (Docket No. 3348) [a copy of which is attached hereto as Exhibit I]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit U hereto via overnight delivery:

- 18) Ex Parte Motion Under Bankruptcy Code Section 107(b) And Fed. R. Bankr. P. 9018(1) For Order Authorizing Debtors To File Under Seal Portions Of Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving License Agreement With Denso Corporation In Settlement Of Patent Infringement Litigation (Docket No. 3355) [a copy of which is attached hereto as Exhibit J]

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit V hereto via overnight delivery:

- 19) Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving Stipulations And Settlement Agreements With Certain Defendants In In Re

Electrical Carbon Products Antitrust Litigation, MDL 1514 (Docket No. 3357) [a copy of which is attached hereto as Exhibit K];

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit W hereto via overnight delivery:

- 20) Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving License Agreement With Denso Corporation In Settlement Of Patent Infringement Litigation (Docket No. 3358) [a copy of which is attached hereto as Exhibit L];

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit X hereto via overnight delivery:

- 21) Notice of Presentment of Order Under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 Authorizing Employment and Retention of Pagemill Partners, LLC as Financial Advisors to Debtors Nunc Pro Tunc to March 14, 2006 (Docket No. 3366) [a copy of which is attached hereto as Exhibit M];

On April 21, 2006, I caused to be served the document listed below upon the parties listed on Exhibit Y hereto via overnight delivery:

- 22) Notice of Presentment of Order Under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 Authorizing Employment and Retention of Mayer, Brown, Rowe & Maw LLP as Special Information Technology Outsourcing Counsel to Debtors Nunc Pro Tunc to February 1, 2006 (Docket No. 3368) [a copy of which is attached hereto as Exhibit N].

Dated: April 28, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 28th day of April, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Sarah Elizabeth Frankel

Commission Expires: 12/23/08

EXHIBIT A

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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Cohen Weiss & Simon Curtis, Mallet-Prevost, Colt & mosie LLP	Bruce Simon Steven J. Reisman	330 W. 42nd Street 101 Park Avenue		New York	NY	10036	212-356-0231	212-695-5436	b.simon@cwmny.com	Counsel for Flextronics International USA, Inc.
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Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.nefkens@eds.com	Counsel for Flextronics International USA, Inc.
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Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS Creditor Committee Member
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Tyco Electronics Corporation	ManyAnn Bereton, Assistant General Counsel	60 Columbia Road		Morristown	NJ	7960	973-656-8365	973-656-8365		
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Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	mwarner@warnerstevens.com	Counsel for the Official Committee of Unsecured Creditors
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Weil, Gotshal & Manges LLP	Michael P. Kessler, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	michael.kessler@weil.com	Counsel to General Motors Corporation
Wilmington Trust Company	Steven M. Cimalone	Rodney Square North	1100 North Market Street	Wilmington	DE	19890	302-636-6058	302-636-4143	sadmalone@wilmingtontrust.com	Creditor Committee Member/Indenture Trustee

EXHIBIT B

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
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Capital Research and Management Company	Michelle Robson	11100 Santa Monica Blvd	15th Floor	Los Angeles	CA	90025	310-996-6140	310-996-6091	mlfr@capgroup.com	Creditor Committee
Curtis, Malie-Prevost, Coll & mosie LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	2126966000	2126971559	sreisman@cm-p.com	Member
Davis Polk & Wardwell	Donald Bernstein	450 Lexington Avenue		New York	NY	10017	212-450-4092	212-450-3092	donald.bernstein@dow.com	Counsel for Flextronics International USA, Inc.
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	karen.j.craft@delphi.com	Postpetition Administrative Agent
Electronic Data Systems Corp.	Michael Neffens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	mike.neffens@eds.com	Debtors Creditor Committee
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	cschiff@flextronics.com	Member
Flextronics International USA, Inc.	Paul W. Anderson	2050 Fortune Drive		San Jose	CA	95131	408-428-1308		paul.anderson@flextronics.com	Counsel for Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-385-6357	512-895-3090	trev.chambers@freescale.com	Creditors to Employee Benefits
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	randall.eisenberg@fticonsulting.com	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kincey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	valerie.venable@ge.com	Creditors to General Motors Corporation
Groom Law Group	Lorie A. Hassel	1701 Pennsylvania Avenue, NW		Washington	DC	20006	202-857-0620	202-659-4503	hassel@qroom.com	Counsel for Employee Benefits
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Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	gnovod@kramerlevin.com	Counsel Data Systems Corporation; EDS Information Services, LLC
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Law Debenture Trust of New York	Daniel R. Fisher	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	daniel.fisher@lawweb.com	Indenture Trustee
Law Debenture Trust of New York	Patrick J. Healy	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	patrick.healy@lawweb.com	Indenture Trustee
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WL Ross & Co., LLC	Oscar Iglesias	600 Lexington Avenue	19th Floor	New York	NY	10022		212-828-1100	212-317-4833	oiglesias@wross.com	Counsel for WL Ross & Co., LLC
Womble Carlyle Sandridge & Rice, PLLC	Lillian H. Phin	300 North Green Street	Suite 1900	Greensboro	NC	27402		336-574-8088	336-574-4528	lphin@wCSR.com	Counsel for Armacell
Zeichner Ellman & Krause LLP	Peter Janovsky	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0386	planovsky@zeldaw.com	Counsel for Toyota Tsusho America, Inc.
Zeichner Ellman & Krause LLP	Stuart Krause	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0386	skrause@zeldaw.com	Counsel for Toyota Tsusho America, Inc.

EXHIBIT C

Delphi Corporation
2002 List

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	PARTY / FUNCTION
Ajamie LLP	Wallace A. Showman	1350 Avenue of the Americas	29th Floor	New York	NY	10019		212-246-6820	Counsel for SANLUIS Rassini International, Inc., Rassini, S.A. de C.V.
King & Spalding, LLP	Alexandria B. Feldman	1185 Avenue of the Americas		New York	NY	10036		212-556-2100	Counsel for Martirea International, Inc.
Klett Rooney Lieber & Schorling	Eric L. Schnabel	The Brandywine Building	1000 West Street, Suite 1410	Wilmington	DE	19801		302-552-4200	Counsel for Energy Optoelectronic Technologies, Inc.
Morris, Nichols, Arstt and Tunnell	Michael G. Bussenkell	PO Box 1347		Wilmington	DE	19899-1347		302-658-9200	Counsel for Chicago Miniature Technologies, Inc.
O'Rourke Katten & Moody	Michael C. Moody	161 N. Clark Street	Suite 2230	Chicago	IL	60601		312-849-2020	Counsel for Ameritech Credit Corporation dba SBC Capital Services
Professional Technologies Services	John V. Gorman	P.O. Box #304		Frankenmuth	MI	48734		989-385-3230	Corporate Secretary for Professional Technologies Services

EXHIBIT D

Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
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DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
: (Jointly Administered)
Debtors. :
----- x

MOTION FOR ORDER UNDER 11 U.S.C. § 363(b) AND
FED. R. BANKR. P. 6004 AUTHORIZING DEBTORS' ENTRY
INTO AGREEMENTS WITH BOOZ ALLEN HAMILTON INC.

("BOOZ ALLEN MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this motion (the "Motion") for an order pursuant to 11 U.S.C. § 363(b) and Fed. R. Bankr. P. 6004 authorizing the Debtors' entry into and performance under agreements with Booz Allen Hamilton Inc. ("Booz Allen") to provide ongoing support for Delphi's selling, general, and administration expenses ("SG&A") and organization transformation. In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are section 363(b) of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-

represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented,

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Motion, the Debtors seek entry of an order under section 363(b) of the Bankruptcy Code and Bankruptcy Rule 6004 approving and authorizing, as more fully set forth below, the Debtors' entry into and performance under an agreement with Booz Allen for the second phase (the design phase) of the Debtors' SG&A restructuring program (the "Booz Allen

Agreement"), which has a targeted completion of September 2006. With the assistance of Booz Allen, the Debtors are undertaking an aggressive program to reshape their SG&A costs that should result in potential savings of more than \$450 million by the anticipated completion of the SG&A transformation program in 2008. Although Delphi believes that the program contemplated by the Booz Allen Agreement is being undertaken in the ordinary course of its business, out of an abundance of caution, the Debtors are requesting this Court's approval of the Booz Allen Agreement.

20. In addition, the Debtors are requesting this Court's approval of procedures under which Delphi may enter into an agreement with Booz Allen covering the implementation phase of the SG&A restructuring program, which is expected to occur from September 2006 through, at minimum, March 2007. Although the exact terms of this implementation agreement have not been fully negotiated between the parties, the Debtors seek approval to enter into such an agreement, without further court approval, after giving notice to specified parties-in-interest.

Basis For Relief

21. Prior to the commencement of the Debtors' chapter 11 cases, Delphi engaged Booz Allen to assist it in evaluating potential SG&A savings. Delphi and Booz Allen contemplated that the SG&A restructuring program would be executed in a phased approach. During phase one of the program, which has been completed, Booz Allen and Delphi:

- Evaluated, quantified, and agreed to overall SG&A savings of approximately \$450 million (with additional potential savings of approximately \$90 million upon the exit from certain businesses);
- Evaluated, quantified, and targeted savings by function;
- Identified the primary axis of the Company's organization and simplified its structure to achieve transparency and accountability for each business;
- Created working teams to achieve change throughout the business; and

- Structured an overall program of changes which, upon implementation, would achieve most of the projected savings by the end of 2007.

22. The second, design phase of the SG&A restructuring program will build upon what Booz Allen and Delphi developed during phase one. During the second phase of the program, Booz Allen will develop and design a plan to realize the targeted SG&A savings. Realizing the savings and transforming Delphi's SG&A will involve the following main activities:

- The creation of a finance, human resources, and sales back-office shared service organization;
- The streamlining of divisional/product business units' SG&A in finance, human resources, and customer interaction processes;
- The streamlining of the corporate core of the organization;
- The transformation of information technologies, including the creation of information technologies shared services and exploration of other opportunities to reduce costs;
- The implementation of new product organization; and
- The streamlining of the global supply management organization.

23. The Debtors' SG&A transformation is believed to be one of the largest transformations undertaken in the global automotive supply industry. The transformation program will likely run through 2007 and into 2008 before all phases are complete. At the conclusion of phase two in September 2006, the Debtors anticipate that the implementation phase will commence immediately. Currently, the Debtors estimate that the implementation phase of the SG&A restructuring program will last at least through the first quarter of 2007. Subsequent phases may follow.

A. The Second Phase

24. Booz Allen and Delphi began work on the second phase of the program, as set forth in the Booz Allen Agreement, on April 3, 2006 and anticipate completion of this second phase by September 2006, before the start of the 2007 fiscal year planning and budgeting process. With the assistance of Booz Allen, the Debtors should have approximately \$340 million of SG&A savings factored into their line budgets for the 2007 fiscal year. Implementation of these cost saving measures will begin in 2006, with the objective of achieving significant savings in the first quarter of 2007.

25. Booz Allen and the Debtors estimate that the second phase of the SG&A transformation program will cost approximately \$13 million in fees. In addition, Delphi will pay Booz Allen's expenses (at cost), which are currently estimated to be approximately 18% of fees. Because of the magnitude of the SG&A transformation project, Booz Allen has agreed to provide to the Debtors a discount based on the total fees charged by Booz Allen beginning with the second phase and continuing through all subsequent phases. Specifically, fees of more than \$10 million but less than or equal to \$20 million will be discounted by 3% and fees greater than \$20 million will be discounted by 5%. Accordingly, approximately \$3 million of the estimated phase two fees should be discounted by 3% and all fees incurred in the third (implementation) phase, and any subsequent phases of the program, would be discounted by at least 3%.

26. In addition, as more fully described in the Booz Allen Agreement, Booz Allen has agreed that as much as \$1.0 million of its fees will not be payable by Delphi if specified, pre-determined targets are not met. Conversely, Booz Allen will receive up to \$1.0 million in additional fees if agreed-upon progress toward the detailed targeted savings is exceeded. The "at risk" fees will be withheld by Delphi in five equal amounts of \$200,000 from the fees otherwise due to Booz Allen under the Booz Allen Agreement. During a meeting which

will be held on or about December 1, 2006, Delphi and Booz Allen will jointly review Delphi's budgets and the SG&A savings reflected therein, and will determine whether or not Booz Allen is entitled to receive either or both of the withheld fees and the additional \$1.0 million in fees.

B The Implementation Phase

27. Although the scope of Booz Allen's support during the implementation phase of the SG&A restructuring program has not been fully negotiated between the parties and thus is not covered by the Booz Allen Agreement, Booz Allen and Delphi anticipate that Booz Allen will participate in the implementation phase of the program commencing in September 2006. This third phase of the program will focus on implementing the changes designed in phase two of the program and achieving the remaining \$110 million of targeted savings (of the total projected \$450 million of SG&A transformation plan savings) identified during phase two. Based on the parties' current concept of the more limited role that Booz Allen will perform in the implementation phase, the parties estimate that Booz Allen's fees for the portion of the implementation phase which should be completed through March 2007 will be approximately \$10 million. All fees incurred by Booz Allen in the implementation phase will be subject to the fee discount as outlined above.

28. By this Motion, the Debtors seek authority to enter into an agreement with Booz Allen for the implementation phase of the SG&A restructuring program (the "Implementation Agreement") and to pay Booz Allen under that agreement, without further court approval, but subject to the following procedures (the "Procedures"):

(a) As soon as Delphi and Booz Allen have reached agreement regarding Booz Allen's role in the implementation phase, the Debtors would submit the Implementation Agreement to (i) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard, Esq.) and (ii) counsel for the Creditors' Committee, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4802 (Att'n: Robert J.

Rosenberg, Esq.) (the "Notice Parties"). The Implementation Agreement would be served by facsimile, overnight delivery, or hand delivery.

(b) The Notice Parties would have ten business days following initial receipt of the Implementation Agreement to object to or request additional time to evaluate the Implementation Agreement. Any objections would be submitted in writing to counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., Esq.) and counsel for Booz Allen, Chadbourne & Parke LLP, 30 Rockefeller Plaza, New York, New York 10112 (Att'n: Howard Seife, Esq.). If counsel to the Debtors and counsel to Booz Allen received no written objection or written request for additional time prior to the expiration of such ten business day period, the Debtors would be authorized to enter into and perform their obligations under the Implementation Agreement.

(c) If a Notice Party objects to the proposed Implementation Agreement within the proscribed ten business day period, the Debtors and such objecting Notice Party would meet and confer in an attempt to negotiate a consensual resolution of the objection. Should either party determine that an impasse exists, the Debtors would move the Bankruptcy Court for authority to enter into the Implementation Agreement upon notice to the objecting party and other parties-in-interest in accordance with the terms of the Third Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered April 20, 2006 (Docket No. 3293) (the "Case Management Order").

29. In the exercise of their business judgment, the Debtors believe that the proposed agreement with Booz Allen is in the best interests of the Debtors' estates because the savings and organizational efficiency to be achieved with the assistance of Booz Allen will maximize the recovery for all stakeholders. Moreover, the Booz Allen Agreement reflects changes made in response to feedback received from the Creditors' Committee. Additionally, the Debtors believe that the Procedures described herein are in the best interests of the Debtors' estates. Accordingly, and out of an abundance of caution, the Debtors hereby seek authority, but not direction, to enter into and perform, as of the date of entry into the Booz Allen Agreement, all obligations required under the Booz Allen Agreement, and to enter into and perform under an Implementation Agreement in accordance with the Procedures set forth above.

Applicable Authority

30. Bankruptcy Code section 363(b)(1) permits a debtor-in-possession to use property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). Uses of estate property outside the ordinary course of business may be authorized if the debtor demonstrates a sound business justification for it. See In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983) (business judgment rule requires finding that good business reason exists to grant debtor's application under section 363(b)); In re Delaware Hudson Ry. Co., 124 B.R. 169, 179 (Bankr. D. Del. 1991). Once the debtor articulates a valid business justification, a presumption arises that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company." In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). As a rule, the debtor's business judgment "should be approved by the court unless it is shown to be 'so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, or whim or caprice.'" In re Aerovox, Inc., 269 B.R. 74, 81 (Bankr. D. Del. 2001) (quoting In re Interco, Inc., 128 B.R. 229, 234 (Bankr. E.D. Mo. 1991)).

31. The Debtors submit that entering into the Booz Allen Agreement reflects a sound exercise of the Debtors' business judgment. As outlined in Delphi's March 31, 2006 press release, as part of its overall transformation plan and restructuring strategy, Delphi is committed to realizing SG&A cost saving opportunities. The Debtors anticipate that by working with Booz Allen to streamline their organization and transform their SG&A, the Debtors should achieve approximately \$450 million in projected savings. Moreover, the resulting corporate structure should allow the Debtors to operate more efficiently and effectively going forward.

32. Furthermore, the Procedures will provide the Debtors with both flexibility and a framework for entry into an appropriate Implementation Agreement with Booz Allen without the necessity for a further court application, but still providing for a review by major parties-in-interest in these chapter 11 cases. This Court has previously granted the Debtors authority to take action prospectively under section 363 of the Bankruptcy Code pursuant to procedures similar to those outlined above. See, e.g., Order Under 11 U.S.C. § 363 Approving Procedures to Sell Certain De Minimis Assets Free and Clear of Liens, Claims, and Encumbrances and to Pay Market Rate Broker Commissions in Connection with Such Sales without Further Court Approval, dated October 27, 2005 (Docket No. 766); Order Under 11 U.S.C. §§ 365(a) and 554 and Fed .R. Bankr. P. 6006 Approving Procedures for Rejecting Unexpired Real Property Leases and Authorizing Debtors to Abandon Certain Furniture, Fixture, and Equipment, dated January 6, 2006 (Docket No. 1776); Order Under 11 U.S.C. §§ 363, 1107, and 1108 Approving Procedures to Enter Into or Renew Real Property Leases Without Further Court Approval, dated January 6, 2006 (Docket No. 1777); and Order Under 11 U.S.C. Sections 363, 1107, and 1108 Authorizing Delphi Automotive Systems LLC to Make Equity Investments in Delphi Furukawa Wiring Systems LLC and Approving Procedures to Make Additional Contributions Without Further Court Approval, dated March 17, 2006 (Docket No. 2858). Without the Procedures for entering into an Implementation Agreement, the Debtors submit that they and their estates would incur added and unnecessary expense and delay in seeking further court approval of the exercise of their business judgment.

Notice Of Motion

33. Notice of this Motion has been provided in accordance with the Case Management Order. In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

34. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE, the Debtors respectfully request that this Court enter an order
(a) authorizing the entry into and performance of the Booz Allen Agreement, (b) approving the
Procedures under which Booz Allen and Delphi may enter into an Implementation Agreement
without further court approval, and (c) granting the Debtors such other and further relief as is
just.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

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Attorneys for Delphi Corporation, et al.,
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**Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.**

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
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DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
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Debtors. : (Jointly Administered)
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NOTICE OF MOTION FOR ORDER UNDER 11 U.S.C. § 363(b) AND
FED. R. BANKR. P. 6004 AUTHORIZING DEBTORS' ENTRY
INTO AGREEMENTS WITH BOOZ ALLEN HAMILTON INC.

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases, filed a Motion For Order Under 11 U.S.C. § 363(b) And Fed. R. Bankr. P. 6004 Authorizing Debtors' Entry Into Agreements With Booz Allen Hamilton Inc. (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York, 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion (a) must be in writing, (b) must conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York and the Third Supplemental Order Under 11 U.S.C. §§ 102 (1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, And Administrative Procedures (the "Third Supplemental Case Management Order") (Docket No. 3293), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) must

be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the Debtors' postpetition credit facility, Davis Polk & Wardell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the official committee of unsecured creditors, Latham & Watkins, 885 Third Avenue, New York, New York, 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), and (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time)** on **May 5, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al., :
: Debtors. : (Jointly Administered)
:
-----x

ORDER UNDER 11 U.S.C. § 363(b) AND FED. R. BANKR. P. 6004 AUTHORIZING
DEBTORS' ENTRY INTO AGREEMENTS WITH BOOZ ALLEN HAMILTON INC.

("BOOZ ALLEN ORDER")

Upon the motion, dated April 21, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under 11 U.S.C. §§ 363(b) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, and Fed. R. Bankr. P. 6004 authorizing the Debtors' entry into and performance under certain agreements with Booz Allen Hamilton Inc. ("Booz Allen"); and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.

2. The Debtors are authorized, but not directed, to enter into and fully perform under their agreement with Booz Allen for the second phase (the "design phase") of the Debtors' SG&A restructuring program (the "Booz Allen Agreement"), including making all payments due to Booz Allen pursuant to the Booz Allen Agreement.

3. The Debtors are further authorized, but not directed, in the exercise of their business judgment, to enter into an agreement with Booz Allen for the implementation phase of the SG&A restructuring program (the "Implementation Agreement") and to pay Booz Allen under that agreement, without further court approval but subject to the following procedures (the "Procedures"):

(a) As soon as Delphi and Booz Allen have reached agreement regarding Booz Allen's role in the implementation phase, the Debtors shall submit the Implementation Agreement to (i) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard, Esq.) and (ii) counsel for the Creditors' Committee, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4802 (Att'n: Robert J. Rosenberg, Esq.) (the "Notice Parties"). The Implementation Agreement shall be served by facsimile, overnight delivery, or hand delivery.

(b) The Notice Parties shall have ten business days following initial receipt of the Implementation Agreement to object to or request additional time to evaluate the Implementation Agreement. Any objections shall be submitted in writing to counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., Esq.) and counsel for Booz Allen, Chadbourne & Parke LLP, 30 Rockefeller Plaza, New York, New York 10112 (Att'n: Howard Seife, Esq.). If counsel to the Debtors and counsel to Booz Allen receive no written objection or written request for additional time prior to the expiration of such ten business day period, the Debtors shall be authorized to enter into and perform their obligations under the Implementation Agreement.

(c) If a Notice Party objects to the proposed Implementation Agreement within the proscribed ten business day period, the Debtors and such objecting Notice Party shall meet and confer in an attempt to negotiate a consensual resolution of the objection. Should either party determine that an impasse exists, the Debtors shall move the Bankruptcy Court for authority to enter into the Implementation Agreement upon notice to the objecting party and other parties-in-interest in accordance with the terms of the Third Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice,

Case Management, and Administrative Procedures, entered April 20, 2006 (Docket No. 3293).

4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

5. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
May ___, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT E

Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- - x
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
: (Jointly Administered)
Debtors. :
----- x

MOTION FOR ORDER UNDER 11 U.S.C. § 365 AND
FED. R. BANKR. P. 6006 AUTHORIZING REJECTION OF
OEM LICENSE AND SUPPLY AGREEMENT WITH INOVISE MEDICAL, INC.

("INOVISE REJECTION MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this motion (the "Motion") for an order pursuant to 11 U.S.C. § 365 and Fed. R. Bankr. P. 6006 authorizing Delphi Medical Systems Corporation ("Delphi Medical") to reject that certain OEM License and Supply Agreement dated as of April 11, 2005 between Inovise Medical, Inc. and Delphi Medical. In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors. No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are section 365 of the Bankruptcy Code and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-

represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Motion, the Debtors seek an order under section 365 of the Bankruptcy Code and Bankruptcy Rule 6006 authorizing Delphi Medical to reject that certain OEM License and Supply Agreement dated as of April 11, 2005 between Inovise Medical, Inc. ("Inovise") and Delphi Medical (the "Agreement") effective as of May 12, 2006.

Basis For Relief

20. On April 11, 2005, Delphi Medical and Inovise entered into the Agreement, pursuant to which Inovise granted Delphi Medical a license of certain intellectual property for use in Delphi Medical's electrocardiography ("ECG") products. Specifically, Inovise granted Delphi Medical exclusive (as to certain markets) and nonexclusive (as to certain other markets) licenses of its Audicor software (the "Audicor Software") which was to be used in Delphi Medical's multiparameter vital signs monitors (the "Products"). Pursuant to the Agreement, Inovise also agreed to sell Delphi Medical certain Inovise single-use disposable sensors (the "Sensors" and, collectively with the Audicor Sofware, the "Inovise Devices"), which would be necessary to be used with the Products incorporating the Audicor Software.

21. The Inovise Devices represent only one of multiple possible technologies which could be incorporated into the Products. The Inovise Devices remain in the developmental stages. Although Inovise has developed prototypes of vital signs monitors incorporating the Inovise Devices, the actual functionality of the Inovise Devices in a clinical setting has not yet been determined. It is crucial to Delphi Medical's successful launch of the Products that they incorporate technologies with proven functionality. Accordingly, Delphi Medical has determined that it cannot assume the inherent risk created by the unproven nature of the Inovise Devices in bringing the Products to market successfully.

22. Furthermore, to be successful in the marketplace, the Inovise Devices will require a broad base of physicians to be aware of the technology, understand it, and request it. Such acceptance by physicians does not currently exist and Delphi Medical believes that it will be a considerable period of time, if ever, before a critical mass of physicians supporting the Inovise Devices develops. Therefore, Delphi Medical has determined that marketing the Products incorporating the Inovise Devices is likely to be a significant hindrance to market

acceptance of the Products. In contrast, Delphi Medical can, if rejection of the Agreement is approved, incorporate existing and widely-accepted ECG technology into the Products, thereby improving the likelihood of a successful market launch of the Products. Absent the immediate rejection of the Agreement, however, Delphi Medical cannot take steps to integrate alternative technology into the Products because of certain exclusivity restrictions contained in the Agreement.

23. Finally, the costs associated with the Agreement and the Inovise Devices further necessitate the immediate rejection of the Agreement.⁶ Delphi Medical has determined that the cost of the Inovise Devices is not competitive with the cost of alternative and more widely-accepted ECG technologies. When combined with the significant concerns regarding the marketability of Products incorporating the Inovise Devices, Delphi Medical is concerned that the cost of the Inovise Devices would likely make the Products unprofitable.

24. Therefore, Delphi Medical has determined, in its business judgment, that continued performance under the Agreement constitutes an unnecessary use of Delphi Medical's cash resources and that rejection of the Agreement is necessary. Immediate rejection of the Agreement will free Delphi Medical from the burdensome financial commitments required under the Agreement and will also allow Delphi Medical to proceed immediately with the process of incorporating alternative ECG technology into the Products. Delphi Medical must be able to begin that process expeditiously if it is to bring the Products to market in accordance with its current product launch schedule. Finally, Delphi Medical has determined that the prospects for the ultimate success of the Products will be significantly better if the Products incorporate proven and widely-accepted ECG technology rather than the unproven Inovise Devices. For all of these

⁶ The financial and most other terms of the Agreement are protected by disclosure limitations included therein.

reasons, Delphi Medical has determined, in the sound exercise of its business judgment, that rejection of the Agreement is in the best interests of Delphi Medical, its estate, its creditors, and other parties-in-interest.

Applicable Authority

25. Section 365(a) of the Bankruptcy Code provides, in relevant part, that "the trustee, subject to the court's approval, may reject any executory contract or unexpired lease of the debtor. 11 U.S.C. § 365(a). Other than requiring court approval, Congress prescribed no guidelines limiting a debtor's discretion to reject the kind of executory contracts at issue in this Motion.

26. The Supreme Court has recognized "the traditional 'business judgment' standard applied by the courts to authorize rejection of the ordinary executory contract" under section 365(a), and it cited the Second Circuit's decision in In re Minges, 602 F.2d 38, 42-43 (2d Cir. 1979), as an example of the articulation of that standard. NLRB v. Bildisco and Bildisco, 465 U.S. 513, 523 (1984). In re Minges, in turn, mandates a "flexible" standard requiring only that the debtor exercise its discretion in the best interests of the estate and its creditors. In re Minges, 602 F.2d at 42-43. See also In re The Penn Traffic Co., 322 B.R. 63, 68 (Bankr. S.D.N.Y. 2005) ("It is well established that the decision whether to assume or reject an executory contract under Section 365(a) is a matter of business judgment to be exercised in the best interests of the debtor in possession and its creditors.").

27. In all circumstances, the touchstone of the section 365(a) analysis is straightforward: "It is enough if, as a matter of business judgment, rejection of the burdensome contract may benefit the estate." In re Minges, 602 F.2d at 43 (emphasis added). Accord In re Sundial Asphalt Co., 147 B.R. 72 (E.D.N.Y. 1992).

28. The purpose of section 365(a) of the Bankruptcy Code is to give the debtor the opportunity to go through its inventory of executory contracts and decide "which ones would be beneficial to adhere to and which ones would be beneficial to reject." Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1098 (2d Cir. 1993). When a debtor does so in a reasonable manner and in good faith, courts generally approve the debtor's decisions. See In re G Survivor Corp., 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) ("Generally, absent a showing of bad faith, or an abuse of discretion, the debtor's business judgment will not be altered.").

29. In Orion Pictures, the Second Circuit stated that a bankruptcy court should "apply its best 'business judgment' to determine if it would be beneficial or burdensome to the estate" to reject or assume the contracts. In re Orion Pictures Corp., 4 F.3d at 1099. The Orion Pictures decision also cautions: "it is important to keep in mind that the bankruptcy court's 'business judgment' in deciding a motion to assume is just that —a judgment of the sort a businessman would make." Id. at 1099. In other words, the Court "sits as an overseer of the wisdom with which the bankruptcy estate's property is being managed by the trustee or debtor-in-possession" Id.

30. The vast majority of courts recognize that the business judgment standard is not a strict standard and presents a "low threshold" for the debtor to meet. See In re The Penn Traffic Co., 322 B.R. 63, 68 (Bankr. S.D.N.Y. 2005); Lubrizol Enters., Inc. v. Richmond Metal Finishers Inc., 756 F.2d 1043, 1047 (4th Cir. 1985) (collecting cases); In re W&L Assoc., Inc., 71 B.R. 962, 966 (Bankr. E.D. Pa. 1987) ("We do not consider the 'business judgment test' to be a strict standard to meet"); In re Fashion Two Twenty, Inc., 16 B.R. 784, 787 (Bankr. N.D. Ohio 1982) ("The less rigid 'business judgment' is favored by most Courts and is adopted as the proper

standard herein."). "More exacting scrutiny would slow the administration of the debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially."

Richmond Leasing Co. v. Capital Bank, N.A., 762 F.2d 1303, 1311 (5th Cir. 1985).

31. The Second Circuit's Orion Pictures decision also instructs that proceedings on a motion under 11 U.S.C. § 365(a) should be streamlined, consistent with the statutory purpose of allowing a debtor-in-possession to manage affairs efficiently in the best interests of the estate:

At heart, a motion [under section 365(a)] should be considered a summary proceeding, intended to efficiently review the trustee's or debtor's decision to adhere to or to reject a particular contract in the course of the swift administration of the bankruptcy estate. It is not the time or place for prolonged discovery or a lengthy trial with disputed issues.

Orion Pictures, 4 F.3d at 1098-99.

32. Courts have recognized that there are myriad reasons why a debtor might determine, reasonably, that the rejection of a contract "may benefit the estate," including, among other things, that: (a) the contract is uneconomical to complete according to its terms, (b) the contract is financially draining to the estate, and (c) rejection will make the debtor more attractive to a prospective purchaser or investor. See In re Riodizio, 204 B.R. at 425; see also In re G Survivor Corp, 171 B.R. at 758 (listing possible factors).

33. Here, the Debtors have exercised their sound business judgment in determining to reject the Agreement. Incorporating the Inovise Devices into the Products will jeopardize the successful launch of the Products, as the Inovise Devices have not garnered significant market acceptance and have not yet been proven to be feasible. In contrast, alternative technologies that are widely-accepted are available to Delphi Medical and could be incorporated into the Products absent the Agreement. The likelihood of success of the Products

would be greatly enhanced through the use of these alternate technologies. In addition, these alternative technologies would be more cost-effective, thereby improving the profitability of the Products for Delphi Medical. The express terms of the Agreement, however, prohibit Delphi Medical from utilizing any alternative technologies in the products in certain critical markets. Therefore, the Debtors believe that immediate rejection of the Agreement is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

Notice Of Motion

34. Notice of this Motion has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered by this Court on March 28, 2006 (Docket No. 3293). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

35. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that the Court enter an order (a) authorizing Delphi Medical to reject the Agreement effective as of May 12, 2006 and (b) granting them such other and further relief as is just.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.

John Wm. Butler, Jr. (JB 4711)

John K. Lyons (JL 4951)

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- and -

By: /s/ Kayalyn A. Marafioti

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

**Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
:
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
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Debtors. : (Jointly Administered)
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NOTICE OF MOTION FOR ORDER UNDER 11 U.S.C. § 365 AND
FED. R. BANKR. P. 6006 AUTHORIZING REJECTION OF
OEM LICENSE AND SUPPLY AGREEMENT WITH INOVISE MEDICAL, INC.

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases, filed a Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of OEM License And Supply Agreement With Inovise Medical, Inc. (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York, 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion (a) must be in writing, (b) must conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York and the Third Supplemental Order Under 11 U.S.C. §§ 102 (1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, And Administrative Procedures (the "Third Supplemental Case Management Order") (Docket No. 3293), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) must

be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the Debtors' postpetition credit facility, Davis Polk & Wardell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the official committee of unsecured creditors, Latham & Watkins, 885 Third Avenue, New York, New York, 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), and (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time)** on **May 5, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
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- and -

By: /s/ Kayalyn A. Marafioti
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New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

ORDER UNDER 11 U.S.C. § 365 AND FED. R. BANKR. P. 6006
AUTORIZING REJECTION OF OEM LICENSE AND
SUPPLY AGREEMENT WITH INOVISE MEDICAL, INC.

("INOVISE REJECTION ORDER")

Upon the motion, dated April 21, 2006 (the "Motion"), of Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under 11 U.S.C. § 365 and Fed. R. Bankr. P. 6006 authorizing Delphi Medical Systems Corporation ("Delphi Medical") to reject that certain OEM License and Supply Agreement dated as of April 11, 2005 by and between Inovise Medical, Inc. and Delphi Medical (the "Agreement") effective as of May 12, 2006; and upon the record of the hearing held on the Motion; and after due deliberation thereon, and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

- A. The Debtors have exercised reasonable business judgment in seeking authorization to reject the Agreement.
- B. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

C. The notice given by the Debtors of the Motion and the hearing thereon constitutes due and sufficient notice thereof.

D. Good and sufficient cause has been shown for the entry of this Order.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.

2. Effective as of May 12, 2006, the Agreement shall be rejected by Delphi Medical pursuant to section 365(a) of the Bankruptcy Code.

3. Notwithstanding any provision of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, or the Federal Rules of Bankruptcy Procedure to the contrary, this Order shall take effect immediately upon entry.

4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

5. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York
May __, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT F

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Attorneys for Delphi Corporation, et al.,

Debtors and Debtors-in-Possession

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u>	:	Case No. 05- 44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
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NOTICE OF PRESENTMENT OF ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b)
AND FED. R. BANKR. P. 2014 AUTHORIZING EMPLOYMENT AND RETENTION OF BLAKE,
CASSELS & GRAYDON LLP AS CANADIAN COUNSEL TO DEBTORS

NUNC PRO TUNC TO JANUARY 9, 2006

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases, filed the Application For An Order Under 11 U.S.C. §§ 327(e) And 1107(b) And Fed. R. Bankr. P. 2014 Authorizing The Employment And Retention Of Blake, Cassels & Graydon LLP As Canadian Counsel To The Debtors, Nunc Pro Tunc To January 9, 2006 (the "Application," a copy of which is attached to this notice as Exhibit A).

PLEASE TAKE FURTHER NOTICE that if timely written objections are filed, served, and received in accordance with this notice, a hearing to consider approval of the Application will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York, 10004.

PLEASE TAKE FURTHER NOTICE that if no written objections to the Application are timely filed, served, and received, the order filed with the Application and attached to this notice as Exhibit B will be submitted for signature to the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004 on May 1, 2006 at 4:00 p.m. (Prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (the "Third Supplemental Case Management Order") (Docket No. 3293), and (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended), pursuant to which registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the

Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) Blake, Cassels & Graydon LLP, 199 Bay Street Suite 2800, Commerce Court West Toronto, Ontario Canada, M5L 1A9 (Att'n: Susan M. Grundy), and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **2:00 p.m. (Prevailing Eastern Time) on May 1, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Application are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Application **without further notice**.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

By: /s/ Kayalyn A. Marafioti
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
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DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
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Debtors. : (Jointly Administered)
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APPLICATION FOR ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b)
AND FED. R. BANKR. P. 2014 AUTHORIZING EMPLOYMENT AND
RETENTION OF BLAKE, CASSELS & GRAYDON LLP AS CANADIAN
COUNSEL TO DEBTORS NUNC PRO TUNC TO JANUARY 9, 2006

("BLAKES RETENTION APPLICATION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this application (the "Application") for an order under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 authorizing the employment and retention of Blake, Cassels & Graydon LLP ("Blakes") as Canadian counsel to the Debtors, nunc pro tunc to January 9, 2006. In support of this Application, the Debtors submit the Declaration Of Susan M. Grundy In Support Of Application For Order Under 11 U.S.C. §§ 327(e) And 1107(b) And Fed. R. Bankr. P. 2014 Authorizing Employment And Retention Of Blake, Cassels & Graydon LLP As Canadian Counsel To Debtors Nunc Pro Tunc To January 9, 2006, dated April 20, 2005 (the "Grundy Declaration"). In further support of this Application, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest

¹ The aggregated financial data used in this Application generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the

Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.²

Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to

Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors'

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Application, the Debtors request authorization to employ and retain Blakes as Canadian counsel, effective as of January 9, 2006. Accordingly, the Debtors respectfully request the entry of an order under sections 327(e) and 1107(b) of the Bankruptcy Code and Bankruptcy Rule 2014 authorizing the employment and retention of Blakes pursuant to an ongoing professional relationship between the Debtors and Blakes.

Basis For Relief

20. The Debtors submit that Blakes' proposed retention meets all the prerequisites for retention of special counsel under section 327(e) of the Bankruptcy Code.

The Debtors' Employment Of Blakes
Is In The Best Interests Of The Estates

21. Blakes is especially attuned to the unique Canadian law issues that have arisen and may in the future arise in the Debtors' chapter 11 cases. Blakes has a well-established and prominent bankruptcy and insolvency practice in Canada with extensive experience in cross-border insolvency matters and in dealing with troubled suppliers in the automotive industry. Blakes has a highly qualified and dedicated team of partners, associates, students, and law clerks with a broad range of expertise in commercial law, litigation, and many other practice areas related to business law. Accordingly, the Debtors believe that Blakes is well-qualified to serve as Canadian counsel in these chapter 11 cases in an efficient and effective manner.

22. The Debtors believe that the employment of Blakes will enhance and will not duplicate the employment of Skadden, Arps, Slate, Meagher, & Flom LLP ("Skadden, Arps"), the Debtors' general bankruptcy counsel, Shearman & Sterling LLP, the Debtors' special counsel, Togut, Segal & Segal LLP, the Debtors' conflicts counsel, or any of the other professionals retained by the Debtors to perform specific tasks that are unrelated to the work to be performed by Blakes as Canadian counsel to the Debtors. The Debtors understand that Blakes will work with the other professionals retained by the Debtors to avoid any such duplication.

Services To Be Rendered By Blakes

23. The Debtors wish to retain Blakes to provide services to the Debtors in connection with Canadian law issues related to the Debtors' business and industry. The Debtors anticipate that such services will include the following:

- (a) legal advice and litigation services with respect to tort, contract, and general business disputes in Canada;
- (b) legal advice and representation with respect to out-of-court commercial workouts in Canada;

- (c) legal advice and representations with respect to financially distressed suppliers in Canada; and
- (d) miscellaneous commercial and litigation advice related to Canadian issues.

24. Blakes has indicated its desire and willingness to represent the Debtors as set forth herein and to render the necessary professional services as Canadian counsel to the Debtors.

25. The Debtors may request that Blakes undertake specific matters beyond the scope of the responsibilities set forth above. Should Blakes agree in its discretion to undertake any such matter, the Debtors will seek further order of this Court.

Disinterestedness Of Professionals

26. Section 327(e) does not require that Blakes and its attorneys be "disinterested persons" as defined in section 101(14) of the Bankruptcy Code. Rather, section 327(e) of the Bankruptcy Code requires that Blakes not represent or hold any interest adverse to the estates or the Debtors with respect to the matter on which Blakes is to be employed.

27. The Grundy Declaration filed in support of this Application contains information available to date on Blakes' connections with certain parties-in-interest, as required by Bankruptcy Rule 2014(a). According to the Grundy Declaration, Blakes, its partners, counsel, and associates do not hold or represent any interest adverse to the Debtors, their creditors, any other party-in-interest in these chapter 11 cases, their respective attorneys and investment advisors, the United States Trustee, or any person employed in the Office of the United States Trustee, with respect to the matters on which Blakes is to be employed.

28. Blakes has disclosed to the Debtors that Blakes has in the past represented, currently represents, and will likely in the future represent certain of the Debtors' creditors and other parties-in-interest in matters unrelated to the Debtors or their chapter 11 cases. Blakes does

not believe that the foregoing raises any actual or potential conflict of interest of Blakes relating to the representation of the Debtors as their Canadian counsel in these chapter 11 cases, but such relationships are disclosed out of an abundance of caution. The Debtors understand that, in order to vitiate any actual or potential conflicts of interest, Blakes will not assist the Debtors in connection with their analysis, negotiations, and litigation, if any, with parties with whom Blakes has existing client relationships, and that Skadden, Arps (or other counsel if Skadden, Arps has a conflict), instead, will handle these tasks.

Professional Compensation

29. Blakes intends to apply to this Court for compensation and reimbursement of expenses in accordance with section 330(a) of the Bankruptcy Code, the Bankruptcy Rules, applicable guidelines established by the United States Trustee, and orders of this Court. Blakes acknowledges that all compensation will be subject to this Court's review and approval, after notice and a hearing.

30. Under the applicable provisions of the Bankruptcy Code, and subject to the approval of this Court, the Debtors propose to pay Blakes its standard hourly rates as disclosed in the Grundy Declaration. Blakes has agreed to accept as compensation for the services rendered in connection with its representation of the Debtors Blakes' standard hourly rates, which vary from Cdn\$470 to Cdn\$830 per hour for partners, Cdn\$275 to Cdn\$570 per hour for associates, Cdn\$105 to Cdn\$270 per hour for law clerks and Cdn\$155 to Cdn\$170 per hour for students.

31. No arrangement is proposed between the Debtors and Blakes for compensation to be paid in these chapter 11 cases other than as set forth above and in the Grundy Declaration.

32. At the Debtors' request, Blakes has continued to assist the Debtors in connection with Canadian legal issues since January 9, 2006 and hence the Debtors request Blakes' retention to be effective nunc pro tunc to January 9, 2006.

Conclusion

33. For the foregoing reasons, the Debtors submit that the employment of Blakes as the Debtors' Canadian counsel on the terms set forth herein is in the best interests of the estates.

Notice

34. Notice of this Motion has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (Docket No. 3293). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

35. Because the legal points and authorities upon which this Application relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE, the Debtors respectfully request that this Court enter an order (a) authorizing the Debtors to employ and retain Blakes as their Canadian counsel, nunc pro tunc to January 9, 2006, to perform the services set forth herein and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York
April 21, 2006

DELPHI CORPORATION, on behalf of itself and certain of its subsidiaries and affiliates, as Debtors and Debtors-in-Possession

By: /s John D. Sheehan
Name: John D. Sheehan
Title: Vice President, Chief Restructuring Officer, and Controller

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al., :
Debtors. : (Jointly Administered)
:
----- x

ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b) AND FED. R. BANKR. P. 2014
AUTORIZING EMPLOYMENT AND RETENTION OF BLAKE, CASSELS & GRAYDON
LLP AS CANADIAN COUNSEL TO DEBTORS NUNC PRO TUNC TO JANUARY 9, 2006

("BLAKES RETENTION ORDER")

Upon the application, dated April 21, 2006 (the "Application"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 authorizing the employment and retention of Blake, Cassels & Graydon LLP ("Blakes") as Canadian counsel to the Debtors nunc pro tunc to January 9, 2006; and upon the Declaration of Susan M. Grundy, dated April 20, 2006, in support of the Application (the "Grundy Declaration"); and this Court being satisfied with the representations made in the Application and the Grundy Declaration that Blakes does not represent or hold any interest adverse to any of the Debtors' estates or the Debtors with respect to the matters on which Blakes is to be employed, and that Blakes' employment is necessary and would be in the best interests of each of the Debtors' estates; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED.
2. The Debtors' employment of Blakes as their Canadian counsel, pursuant to the Application, is approved under sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), with approval of such employment being effective as of January 9, 2006.
3. Blakes shall be compensated in accordance with the standards and procedures set forth in sections 330 and 331 of the Bankruptcy Code and all applicable Bankruptcy Rules, Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), guidelines established by the Office of the United States Trustee, and further orders of this Court.
4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.
5. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Application.

Dated: New York, New York
May _____, 2006

UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

DECLARATION OF SUSAN M. GRUNDY IN SUPPORT OF APPLICATION FOR ORDER
UNDER 11 U.S.C. §§ 327(e) AND 1107(b) AND FED. R. BANKR. P. 2014 AUTHORIZING
EMPLOYMENT AND RETENTION OF BLAKE, CASSELS & GRAYDON LLP AS
CANADIAN COUNSEL TO DEBTORS NUNC PRO TUNC TO JANUARY 9, 2006

SUSAN M. GRUNDY being duly sworn, deposes and states as follows:

1. I am a Partner of the firm Blake, Cassels & Graydon LLP ("Blakes"). I am a member in good standing of the bar of, and am admitted to practice in, Ontario. I am co-chair of Blakes' Restructuring & Insolvency Group and specialize in the commercial aspects of insolvency, including work-outs, restructuring, bankruptcy and security enforcement. I have extensive experience in insolvency proceedings of all kinds, including numerous cases involving troubled suppliers in the automotive sector. I am a director of the Insolvency Institute of Canada, past chair of the Insolvency subsection of the Canadian Bar Association (Ontario) and a member of the American Bankruptcy Institute and INSOL International. Blakes is the proposed Canadian counsel for Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, the debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors").

2. I submit this declaration (the "Grundy Declaration")¹ in support of the Application For Order Under 11 U.S.C. §§ 327(e) And 1107(b) and Fed. R. Bankr. P. 2014 Authorizing Employment And Retention Of Blake, Cassels & Graydon LLP As Canadian Counsel To Debtors Nunc Pro Tunc to January 9, 2006 (the "Application"), filed concurrently herewith.

3. The address and telephone number of Blakes' Toronto office is as follows:

199 Bay Street, Suite 2800
Commerce Court West
Toronto, Ontario, M5L 1A9
416-863-2400

Qualifications of Professionals

4. Blakes is especially attuned to the unique Canadian law issues that arise in the Debtors' industry. Most importantly for present purposes, Blakes has a well-established and prominent bankruptcy and insolvency practice in Canada with extensive experience in cross-border insolvency matters and in dealing with troubled suppliers in the automotive industry. Blakes has a highly qualified team of partners, associates, students and law clerks with a broad range of expertise in commercial law, litigation, and many other practice areas related to business law.

5. Blakes began assisting the Debtors, as of January 9, 2006, with respect to preserving the ongoing supply of material from certain troubled suppliers of the Debtors in Canada. Based on the services that Blakes has provided to the Debtors, Blakes is thoroughly familiar with the Debtors' corporate structure, the nature of their financial status, and certain legal matters relating to the Debtors.

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Application.

6. Generally, in connection with the Debtors' cases, Blakes will continue to provide the Debtors with the following types of professional services:

- (a) legal advice and litigation services with respect to tort, contract, and general business disputes in Canada;
- (b) legal advice and representation with respect to out-of-court commercial workouts in Canada;
- (c) legal advice and representations with respect to financially distressed suppliers in Canada; and
- (d) miscellaneous commercial and litigation advice related to Canadian issues.

7. In light of certain existing client representations on unrelated matters, the engagement of Skadden, Arps, Slate, Meagher, & Flom LLP ("Skadden, Arps") as the Debtors' bankruptcy counsel, the engagement of Shearman & Sterling LLP as the Debtors' special counsel, the engagement of Togut, Segal & Segal LLP as the Debtors' conflicts counsel, or the engagement of any other counsel for the Debtors', Blakes will not be responsible for or undertake any representation with respect to (a) advising the Debtors concerning specific contracts and claims of certain of Blakes' existing clients and (b) reviewing, interpreting, or commenting on the specific contracts and claims of certain of Blakes' existing clients.

8. It is Blakes' understanding that the Debtors may request that Blakes undertake specific matters beyond the limited scope of the responsibilities set forth above. Should Blakes agree in its discretion to undertake any such matter, it is Blakes' understanding that the Debtors will seek further order of this Court.

9. Blakes is making efforts, together with the Debtors' other counsel, to ensure that there is no duplication of effort or work between such firms and Blakes. It is Blakes' intention that the estates should receive the best value possible from the efficient coordination of work among its counsel. Blakes believes that its lawyers, and the rest of the lawyers retained in

these cases have to date delineated clearly, and will continue to delineate clearly, the division of work between them, so as to avoid any duplication of effort and to maximize the efficiencies of the proposed arrangement.

Compensation

10. There are no arrangements between Blakes and any entity to share compensation received or to be received in connection with these chapter 11 cases. Blakes has agreed to accept as compensation for the services rendered in connection with its representation of the Debtors: Blakes' standard hourly rates, which vary from Cdn\$470 to Cdn\$830 per hour for partners, Cdn\$275 to Cdn\$570 per hour for associates, Cdn\$105 to Cdn\$270 per hour for law clerks and Cdn\$155 to Cdn\$170 per hour for students. Charges for legal assistants and support staff are not normally charged by Blakes. The hourly rates set forth above are subject to periodic increases in the normal course of Blakes' business, often due to the increased experience of a particular professional. The hourly rates set forth above are Blakes' standard hourly rates for work of this nature. These rates are set at a level designed to compensate Blakes fairly for the work of its lawyers and legal assistants and to cover fixed and routine overhead expenses. Consistent with its policy, Blakes will continue to charge the Debtors for all other services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include, among other things, costs for telephone charges, photocopying charges, travel expenses, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings.

11. Blakes intends to apply to this Court for allowance of compensation for professional services rendered and reimbursement of charges and disbursements incurred in the chapter 11 cases in accordance with applicable provisions of the Bankruptcy Code, the

Bankruptcy Rules, the Local Rules for the Southern District of New York, and the United States Trustee Guidelines. Blakes will seek compensation for the services of each partner, associate, law clerk and student acting on behalf of the Debtors in these cases at the applicable rates charged for such services on a non-bankruptcy matter.

12. Blakes acknowledges that all amounts paid to Blakes during these chapter 11 cases are subject to final allowance by this Court. In the event that any fees or expenses paid to Blakes during these cases are disallowed by this Court, the fees and expenses will be disgorged by Blakes and returned to the Debtors or as otherwise ordered by this Court.

13. Blakes categorizes its billings by subject matter, in compliance with the applicable guidelines of the Office of the United States Trustee (the "U.S. Trustee Guidelines"). Blakes acknowledges its compensation in the Debtors' cases is subject to approval of this Court in accordance with section 330 of the Bankruptcy Code, Bankruptcy Rule 2016, and the U.S. Trustee Guidelines.

Disinterestedness

14. Blakes has conducted a check for conflicts of interest and other conflicts and connections with respect to the Debtors' bankruptcy cases. Blakes maintains a database containing the names of current, former, and potential clients and other principal parties related to such clients. I caused Blakes to review and analyze the conflict database to identify relationships or potential connections between Blakes and the principal parties-in-interest in these chapter 11 cases, using information provided to Blakes by the Debtors and Skadden, Arps and information contained in the database.

15. Based upon this research, I have determined that Blakes has in the past represented, currently represents, and will likely in the future represent certain of the Debtors'

creditors and other parties-in-interest in matters unrelated to the Debtors or these chapter 11 cases. I do not believe that the foregoing raises any actual or potential conflicts of interest of Blakes relating to the representation of the Debtors in these chapter 11 cases, but such relationships are disclosed out of an abundance of caution. I am advised that Section 327(e) of the Bankruptcy Code does not require that Blakes and its attorneys be "disinterested persons" as defined in section 101(14) of the Bankruptcy Code. Rather, section 327(e) of the Bankruptcy Code instead requires that Blakes not represent or hold any interest adverse to the estates or the Debtors with respect to the matter on which Blakes is to be employed. Attached hereto and marked as Exhibit A is a "List of Possible Interested Parties", consisting of the names of current or former clients, or affiliates or potential affiliates of those clients, who may have an interest in the estates.

16. Skadden, Arps has provided a list (the "List") of the Debtors' (A) Affiliates and Non-Debtor Subsidiaries; (B) Former Officers and Directors (for the past three years); (C) All Lenders (including current and former agents under credit facilities and their counsel and financial advisors); (D) Insurers; (E) Professionals (attorneys, accountants, investment bankers, consultants for the past three years [Excluding those professionals that charge less than \$100,000 in Annual Fees]; (F) Parties to Litigation and their Counsel (for claims of at least \$500,000); (G) Top 50 Creditors; (H) Holders of 5% or More of any Outstanding Equity Security of the Company; (I) Record Noteholders holding 5% or More of Any Outstanding Issuance of Notes of the Company; (J) Indenture Trustees; (K) Underwriters of Securities Issued by the Company During the Past Three Years; (L) Counterparties to Major Leases; (M) Counterparties to Major Contracts (over \$100,000); (N) Secured Financial Creditors; (O) Lienholders and Other Significant Lenders; (P) Major Customers; (Q) Major Suppliers; (R) Letter of Credit Issuers and

Beneficiaries; (S) State and Other Governmental Authorities with an Interest in the Company; (T) Unions Representing Company Employees; (U) Other Miscellaneous Interested Parties; (V) Objecting/Adverse Parties/Postpetition Parties; and (W) Master Service List and 2002 Entities List. Blakes has conducted a series of searches of these names on its databases to identify relationships or potential connections between such parties and Blakes. Blakes currently represents or has represented the entities listed on Exhibit A.

17. Blakes' databases do not have the capability to identify affiliates of the parties named on the List. In many cases, our search against a name on the List has identified matters related to entities with similar names. The name as it appears on Blakes' databases is listed on Exhibit A. Where the name listed on Exhibit A is not identical to the name on the List, additional information would be required to confirm whether that entity is in fact an affiliate of a name on the List. Such entities are referred to on Exhibit A as "Potential Affiliates."

18. It is my intention that, if Blakes becomes aware of any other connections of which it presently is unaware, Blakes will bring them to the attention of this Court and the U.S. Trustee.

19. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: April 20, 2006
Toronto, Ontario

By: /s Susan M. Grundy
SUSAN M. GRUNDY

EXHIBIT A – List of Possible Interested Parties

A. Affiliates and Non-Debtor Subsidiaries

Blakes currently represents, or has represented in the past, the following affiliates and non-debtor subsidiaries in matters unrelated to the Debtors and their Chapter 11 cases:

Nil

B. Former Officers and Directors (for the Past Three Years)

Blakes currently represents, or has represented in the past, the following individual in matters unrelated to the Debtors and their Chapter 11 cases. Further information would need to be obtained to confirm whether he is a former officer or director, within the past three years, of the Debtors:

Brown, Richard

C. Lenders

Blakes currently represents, or has represented in the past, the following entities, who are either lenders named on the List or affiliates or potential affiliates of such lenders, in matters unrelated to the Debtors and their Chapter 11 cases:

Ableco Finance LLC
ABN AMRO Bank N.V.
Australia and New Zealand Banking Group Limited
Bank of America, National Association
Bank of Nova Scotia
Bank of New York
Bank of Tokyo Mitsubishi, Ltd.
Barclays Bank PLC
Bear, Stearns & Co. Inc.
BNP Paribas
Capitalsource Finance LLC
Cargill Financial Services Corporation
Citibank N.A.
Citicorp USA Inc.
Citigroup Inc.
Comerica Bank
Credit Industrial et Commercial
Credit Suisse
Deutsche Bank AG
Deutsche Bank Trust Company Americas
Dymas Funding Company LLC
Fifth Third Bank
Fortis Bank

Fortress Credit Opportunities Fund I LP
General Electric Capital Corporation
Goldman Sachs & Co.
HSBC Bank USA, National Association
Investors Bank & Trust Company
JPMorgan Chase Bank N.A.
KeyBank National Association
Liberty Mutual Insurance Company
Mizuho Corporate Bank
Morgan Stanley Senior Funding, Inc.
National City Bank
PNC Bank, National Association
Principal Life Insurance Company
Protective Life Insurance Company
Royal Bank of Scotland
Salomon Brothers Inc.
Seneca Capital
Simpson Thacher & Bartlett
Societe Generale
Sumitomo Mitsui Banking Corporation
SunTrust Bank
UBS AG
UFJ Bank Canada
Wachovia Bank, National Association
Watershed Capital Partners Inc.
Wells Fargo Foothill, Inc.

D. Insurers

Blakes currently represents, or has represented in the past, the following entities, who are either insurers named on the List or affiliates or potential affiliates of such insurers, in matters unrelated to the Debtors and their Chapter 11 cases:

ACE INA Insurance Company of Canada
ACE USA
AIG Assurance Canada
Allianz Canada
American Home Assurance Company
Aon Corporation
Axis AB
Cananwill Inc.
Chubb Insurance Company of Canada
CNA Insurance Company
Continental Casualty Company
Coral Energy
First Lexington Corporation
GEP Techtrans Inc.

Great American Group
Hartford Life Inc.
Liberty Mutual Insurance Company
Lloyds of London
Seminole Canada Energy Company
SR International Business Insurance Company Ltd.
St. Paul Fire & Marine Insurance Company
Swiss Re
Union Gas Limited
Zurich Insurance Company

- E. Professionals (for the past three years and excluding those professionals that charge less than \$100,000 in annual fees) (the “Professionals”)

Blakes currently represents, or has represented in the past, the following entities, who are either Professionals named on the List or affiliates or potential affiliates of such Professionals, in matters unrelated to the Debtors and their Chapter 11 cases. In many cases, Blakes was retained as local counsel to represent a third party.

AIT Corporation
Ariba, Inc.
Baker & Botts
Baker & Daniels
Baker & McKenzie
Balch & Bingham
Banner & Witcoff, Ltd.
Burson-Marsteller International
Butzel Long
Carquest Corporation (The)
CSM Worldwide Inc.
Cunningham, David
Deloitte Touche Tohmatsu International
Dickenson Wright P.L.L.C.
Drinker Biddle & Reath
Dykema Gossett
E & Y/Ernst & Young
EDS Canada
Fleishman-Hillard
Foley & Lardner
Frost Brown Todd LLC
Heller Ehrman LLP
Hill & Knowlton
Honigman Miller Schwartz and Cohn
Hunton & Williams
Jaeckle Fleischmann & Mugel
Jones Day
Jones Lang Lasalle Inc.

Linklaters
McCann Erickson Ltd.
McCarthy Tetrault
Miller Canfield Paddock & Stone
Morris, Nichols, Arsht & Tunnell
Neal, Gerber & Eisenberg, LLP
Noerr Stiefenhofer Lutz
Ohio State University (The)
O'Melveny & Myers
Orion Partners LLC
Paul, Hastings, Janofsky & Walker LLP
Pepper Hamilton Scheetz
Pillsbury Winthrop
Price Heneveld Cooper DeWitt & Litton, LLP
PricewaterhouseCoopers LLP
Sales Productivity Systems Inc.
Reising Ethington Barnes Kisselle P.C.
Russell A. Farrow Limited
Salomon Smith Barney
Sapient Corporation
Shearman & Sterling LLP
Squire Sanders & Dempsey
Cooley Godward Huddleson & Tatum
TBM Consulting Group, Inc.
Thompson Hine & Flory
Towers Perrin
TPI Aviation Ltd.
UBS AG
Watson Wyatt & Company
Wilmer, Cutler & Pickering
Wood, Herron & Evans LP
Young & Rubicam Inc.

F. Parties to Litigation and Their Counsel (for claims of at least \$500,000)
(the "Parties")

Blakes currently represents, or has represented in the past, the following entities, who are either Parties named on the List or affiliates or potential affiliates of such Parties, in matters unrelated to the Debtors and their Chapter 11 cases:

AEC Pipelines, L.P.
Allstate
Alternative Resources Corp.
Apple Computer, Inc.
Austin Rover Group, Limited
Bancomer, S.A.
BMC Industries Inc.

Bodman, Longley & Dahling, LLP
Brown, James Lee
Brown, John
Building Materials Investment Corporation
Campbell, John
Campbell, Robert
Chadbourne & Parke
Chemical Waste Management Inc.
Citibank N.A.
Lear Corporation
Coolidge Wall Womsley & Lombard Co. L.P.A.
Corus Aluminium Quebec Inc.
Covington & Burling
Daewoo International America Corp.
DaimlerChrysler AG
Dana Corporation
Davis, Robert
Denso International America Inc.
Eaton Corporation
Epsilon Group
ESS Technology Inc.
Fitch, Even, Tabin & Flannery
Fluor Corporation
Ford Motor Company
Franklin, Gordon
Furukawa Electric Co. Ltd. (The)
General Motors of Canada Limited ²
Global Minerals and Metals Corporation
Gordon, Patricia
Greystone Partners Ltd.
Hanna, Terry
Honeywell Inc.
Howrey LLP
Howrey Simon Arnold & White LLP
HPI Inc.
Hutchinson Seal Corporation
International Truck and Engine Corporation
Invensys PLC
Jenner & Block
Lease Plan USA, Inc.
Lewis, Robert
Little, Robert William
Locke Liddell & Sapp LLP

² We last represented GM more than 10 years ago, on isolated matters. Blakes normally acts opposite GM. More recently, we have handled isolated matters for GMAC. None of these matters related to Delphi.

Marsh & McLennan Marine & Energy Ltd.
McGuireWoods LLP
MCI Telecommunications Corporation
Modine Manufacturing Corporation
Much Shelist Freed Denenberg Ament & Elger P.C.
Nesco Holdings, Inc.
O'Brien, Michael
Paragon Industries Inc.
Phillips, Robert
Polsinelli, White, Bardemand & Shalton
Quinn Emanuel & Urquhart
Robins, Kaplan, Miller & Ciresi
Roetzel & Andress
Saturn Distributing Inc.
Scott & Scott
Smith, Jim
Smith, Mary
Squitieri & Fearon, LLP
Stewart & Stewart
Stewart, Andrew
Stites & Harbison PLLC
Taylor, Jonathan B.
Textron Inc.
Thacher Proffitt & Wood
The Chamberlain Group, Inc.
Thompson & Knight
Toyota Motor Manufacturing North America, Inc.
Trico Constructors Ltd.
TRW Inc.
Ventra Group Inc.
Volvo Cars of Canada Ltd.
Waste Management Inc.
Watkins Motor Line, Inc.
Williams, Steven
Wilson, Steven
Young, Michael

G. Top 50 Creditors

Blakes currently represents, or has represented in the past, the following entities, who are either top 50 creditors of the Debtors named on the List or affiliates or potential affiliates of such creditors, in matters unrelated to the Debtors and their Chapter 11 cases:

3m Canada Company
Alcoa – Sie Cargo Conversions, LLC
Robert Bosch GmbH
CIGNA Corporation

Clarion American Asset Management
Corning Incorporated
Dana Corporation
Delta Financial Corporation
Dura Automotive Systems (Canada) Ltd.
Freudenberg Nonwovens Inc.
General Electric Capital Corporation
Illinois Tool Works Inc.
Linamar Corporation
Matsushita Electric Industrial Co. Ltd.
NEC Corp.
Norsk Hydro Produksjon A.S.
Sequa Corporation
Sharp Electronics of Canada Ltd.
Solelectron Corporation
TDK Corporation
Textron Inc., and its affiliate
Viasystems Canada, G.P.

H. Holders of 5% or More of Any Outstanding Equity Security (the “Equity Holders”)

Blakes currently represents, or has represented in the past, the following entities, who are either Equity Holders named on the List or affiliates or potential affiliates of such Equity Holders, in matters unrelated to the Debtors and their Chapter 11 cases:

State Street Global Advisors

I. Record Noteholders Holding 5% or More of any Outstanding Issuance of Notes of the Company (the “Noteholders”)

Blakes currently represents, or has represented in the past, the following entities, who are either Noteholders named on the List or affiliates or potential affiliates of such Noteholders, in matters unrelated to the Debtors and their Chapter 11 cases:

Bear, Stearns & Co. Inc.
CIBC Mellon Trust Company
Citigroup Inc.
Goldman Sachs & Co.
Investors Bank & Trust Company
Lehman Brothers
MSDW Investment Management Inc.

J. Indenture Trustees

Blakes currently represents, or has represented in the past, the following entities, who are either indenture trustees named on the List or affiliates or potential affiliates of such trustees, in matters unrelated to the Debtors and their Chapter 11 cases:

Bank One, NA
First National Bank of Chicago
JPMorgan Chase Bank, N.A.

K. Underwriters of Securities Issued by the Company During the Past Three Years (the "Underwriters")

Blakes currently represents, or has represented in the past, the following entities, who are either Underwriters named on the List or affiliates or potential affiliates of such Underwriters, in matters unrelated to the Debtors and their Chapter 11 cases:

ABN AMRO North America Inc.
Barclays Capital Inc.
BNP Paribas
Citigroup Global Markets Inc.
Credit Suisse First Boston Limited
Deutsche Bank Securities Inc.
Ferris, Baker, Watts
HSBC Securities (USA) Inc.
JPMorgan Securities Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
McDonald Investments Inc.
Morgan Stanley & Co. Incorporated
Oppenheimer & Co., Inc.
RBC Dain Rauscher Inc.
Scotia Capital Inc.
Stifel, Nicolaus & Company, Incorporated
Tokyo-Mitsubishi International PLC
UBS Securities LLC
Wachovia Capital Markets, LLC

L. Counterparties to Major Leases

Blakes currently represents, or has represented in the past, the following entities, who are either counterparties to major leases named on the List or affiliates or potential affiliates of such counterparties, in matters unrelated to the Debtors and their Chapter 11 cases:

CSI Brokers Inc.
First American Corporation
Ford Motor Company
General Motors of Canada Limited ²
LaSalle National Bank

RCA Inc.
Visteon Corporation

M. Counterparties to Major Contracts (Over \$100,000)

Blakes currently represents, or has represented in the past, the following entities, who are either parties to contracts over \$100,000 named on the List or affiliates or potential affiliates of such parties, in matters unrelated to the Debtors and their Chapter 11 cases:

Alabama Power Company
Alpine Group Inc., The
AT&T Canada Inc.
SBC Datacomm Corporation (formerly Ameritech Corporation)
Blue Cross and Blue Shield
Bridgestone Firestone Canada Inc.
Cardinal Health, Inc.
CIGNA Corporation
Cinergy Services Inc.
Connecticut General Life Insurance
Constellation New Energy Canada Inc.
Consumers Power Company
Cullman Ventures, Inc.
Daewoo International America Corp.
Directed Electronics Inc.
DSSI Consulting Inc.
Emtech Group Ltd.
General Motors of Canada Limited ²
Green Shield Canada
Hewitt Associates LLC
Hyundai Motor Company
IBM Canada Ltd.
Intel Corporation
Lear Corporation
Lockheed Martin Corporation
Lord Corporation
Lucent Technologies Inc.
Matsushita Electric Industrial Co. Ltd.
Metlife Canada
MCI Worldcom
Metropolitan Life Insurance Company
MRI Financial Group Inc.
Nextel Communications Inc.
New York State Electric & Gas Co.
Niagara Mohawk Power Corporation
Nokia Corporation
North America Philips Corporation
Raytheon Company

Skytel Corporation
State Street Bank and Trust Company
Takata Restraint Systems Inc.
TCS Food Service Equipment Inc.
Tennessee Valley Authority
The Bank of Tokyo-Mitsubishi, Ltd.,
The Regents of the University of Michigan
TI Group
Time Warner Inc.
Toshiba America Consumer Products, Inc.
Toyota Motor Corporation
Valence Technology Inc.
Value Options, Inc.
Verizon Select Services Inc.

N. Secured Financial Creditors

Blakes currently represents, or has represented in the past, the following entities, who are either secured financial creditors named on the List or affiliates or potential affiliates of such creditors, in matters unrelated to the Debtors and their Chapter 11 cases:

See section (C) above

O. Lienholders and Other Significant Lenders

Blakes currently represents, or has represented in the past, the following entities, who are either lienholders or other significant lenders named on the List or affiliates or potential affiliates of such lienholders or lenders, in matters unrelated to the Debtors and their Chapter 11 cases:

SBC Datacomm Corporation (formerly Ameritech Corporation)
Bank One, NA
Bell Microproducts, Inc.
RBC Centura Bank, Inc.
Citicorp Vendor Finance, Ltd.
Compaq Canada Inc.
Credit Lyonnais
Daewoo International America Corp.
Dell Financial Services LP
Fifth Third Bank
General Electric Capital Corporation
Husky Injection Molding Systems Ltd.
ICX Technologies Inc.
Kensington Capital Partners Limited
Konica Minolta Business Solutions, USA
LaSalle Bank National Association
Lease Plan USA, Inc.

Metlife Canada
Mori Seiki Co. Ltd.
Motorola, Inc.
Relational Funding Corporation
The Huntington National Bank
Toshiba America Consumer Products, Inc.
Toyota Motor Credit Corporation
Van Dorn Demag Corporation
Wells Fargo Bank

P. Major Customers

Blakes currently represents, or has represented in the past, the following entities, who are either customers named on the List or affiliates or potential affiliates of such customers, in matters unrelated to the Debtors and their Chapter 11 cases:

Aftermarket Specialties, Inc.
AGCO Corporation
ArvinMeritor Inc.
BMW Group Canada
Robert Bosch GmbH
Caterpillar
Cummins Engine Company, Inc.
Ford Motor Company
General Motors of Canada Limited²
Harley Davidson
American Honda Finance Inc.
Johnson Controls Ltd.
Kautex Holdings Ltd.
Mercedes-Benz Canada Inc.
Mitsubishi
Navistar International
Nissan Canada Inc.
Paccar Financial Corporation
Renault Canada Limited
Austin Rover Group Limited
Toyota Motor Manufacturing North America Inc.
Vauxhall Motors Limited
Visteon Corporation
Volvo GM Heavy Truck Corporation

Q. Major Suppliers

Blakes currently represents, or has represented in the past, the following entities, who are either suppliers named on the List or affiliates or potential affiliates of such suppliers, in matters unrelated to the Debtors and their Chapter 11 cases:

AGFA Corporation
Agilent Financial Services
Alcan Inc.
Alpine Group Inc., The
Aluminum Company of America
Amphenol Corporation
BAX Global
BBK Ltd.
CAMI
Cardinal Health, Inc.
Caterpillar
Centra Inc.
Clarion America Asset Management
Corus Aluminium Quebec Inc.
CTS Corporation
Daewoo International America Corp.
Deloitte & Touche Inc.
Denso International America Inc.
The DMC Corporation
Essex Group Inc.
Federal Express Canada Limited
Furukawa Electric Co. Ltd. (The)
GE Medical Systems Information Technologies Inc.
General Electric Capital Corporation
GKN PLC
Henkel KG.A.A.
Hewlett-Packard Company
Holden Development Limited
International Truck and Engine Corporation
John Deere Limited
Johnson Matthey PLC
Koninklijke Phillips Electronics N.V.
KPMG LLP
L-3 Communications Corporation
Lefthand Networks Inc.
Lexington Safety Products Inc.
Marian, Inc.
Medrad Inc.
Microsoft Corporation
Mitsubishi
Motorola Inc.
MSX International Inc.
NEC Corp.
Nissho Iwai American Corporation
Noranda Inc.
Olin Corporation

Omron Dualtec Automotive Electronics, Inc.
Onex Corporation
Parker Hannifin (Canada) Inc.
Philips Semiconductors Inc.
Progressive Moulded Products Limited
Robert Bosch GmbH, or its affiliate
C. Ed. Schulte Gmbh
Siemens Canada Inc.
Stelco Inc.
StorageTek Canada Inc.
Sumitomo Electric Industries, Ltd.
Tomkins & Co.
Torrington Inc.
Total SA
Trelleborg Gummifabriks AB
TRW Inc.
Tyco Electronics Logistics AG
Tyco International Limited
UBS AG
USA Technologies, Inc.
Viasystems Canada G.P.
Visteon Corporation
Volvo Cars of Canada Ltd.

R. Letter of Credit Issuers and Beneficiaries

Blakes currently represents, or has represented in the past, the following entities, who are either letter of credit issuers or beneficiaries names on the List or affiliates or potential affiliates of such issuers or beneficiaries, in matters unrelated to the Debtors and their Chapter 11 cases:

CNA Insurance Company
Prologis
Reliance Insurance Company
Toronto-Dominion Bank (The)

S. State and Other Governmental Authorities with an Interest in the Company

Blakes currently represents, or has represented in the past, the following state or other governmental authorities in matters unrelated to the Debtors and their Chapter 11 cases:

Nil

T. Unions Representing Company Employees

Blakes currently represents, or has represented in the past, the following union in matters unrelated to the Debtors and their Chapter 11 cases:

International Union of Operating Engineers

U. Other Miscellaneous Interested Parties

Blakes currently represents, or has represented in the past, the following other interested parties in matters unrelated to the Debtors and their Chapter 11 cases:

Nil

V. Objecting/Adverse Parties/Postpetition Parties

Blakes currently represents, or has represented in the past, the following entities, who are either objecting, adverse or postpetition parties named in the List or affiliates or potential affiliates of such parties, in matters unrelated to the Debtors and their Chapter 11 cases:

A. Schulman Inc.
BASF Corporation
Daewoo International America Corp.
Fujikura America
GKN PLC
Hexcel Corporation
Kensington Capital Partners Limited
Master Home Products Inc.
Mercedes Benz Canada Inc.
Raiffeisen Capital Management
SBC Communications Inc.
Saturn Distributing Inc.
Southwire Company
SPS Technologies
Sumitomo Electric Industries, Ltd.
TRW Canada Limited
TRW Vehicle Safety Systems, Inc.
Wilmington Trust Company

W. Master Service List and 2002 List

Blakes currently represents, or has represented in the past, the following parties from the master service list or the 2002 list named on the List, or affiliates or potential affiliates of such parties, in matters unrelated to the Debtors and their Chapter 11 cases:

Aluminum Company of America
America Online Incorporated
ATS Automation Tooling Systems, Inc.
AT&T Canada Inc. (formerly Metro Calgary Fibre Services, Inc.)
Bi.Bi.Eelle – Abrasiui Industriali S.R.L.
Cerberus Capital Management, L.P.
Computer Patent Annuities

Cornell University
Curtis, Mallet-Prevost, Colt & Mosle LLP
Davis Polk & Wardwell
Federal Express Canada Limited
General Chemical Performance Products Ltd.
Hodgson Russ LLP
Honigman Miller Schwartz & Cohn
ICX Technologies Inc.
ITT Industries, Inc.
Jefferies & Company, Inc.
Kramer, Levin, Nessin, Kamin & Frankel LLP
Latham & Watkins
McDermott Will & Emery
Moody's Investors Services, Inc.
Motorola Inc.
National Instruments Corporation
Noma Company
Norsk Hydro Canada Oil & Gas Inc.
Nova Chemicals Ltd.
Orbotech, Inc.
Penske Truck Leasing Co., L.P.
Phillips, Nizer, Benjamin, Drim & Ballon
Seyfarth, Shaw, Fairweather & Geraldson
Silver Point Finance LLC
Simpson Thacher & Bartlett
Solectron Corporation
Teleflex Incorporation
Thermotech Energy Systems Ltd.
Toshiba America Consumer Products, Inc.
UPS Supply Chain Solutions
Weil Gotshal & Manges

EXHIBIT G

Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
:
: (Jointly Administered)
Debtors. :
----- X

**MOTION FOR ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING AND
APPROVING SETTLEMENT AGREEMENT WITH XM SATELLITE RADIO INC.**

("XM SETTLEMENT MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Motion (the "Motion") For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving Settlement Agreement With XM Satellite Radio Inc. In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicate for the relief requested herein is Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement

on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security,

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Motion, the Debtors seek entry of an order under Bankruptcy Rule 9019 authorizing and approving a settlement agreement (the "Settlement Agreement") entered into by the Debtor Delphi Automotive Systems LLC and XM Satellite Radio Inc. ("XM").

Basis For Relief

A. Background To The Proposed Settlement Agreement

20. The Debtors and XM have been bringing digital direct satellite radio products and service to vehicles and to the consumer electronics market for a number of years.⁶ Together, the Debtors and XM have cooperated in the design, development, manufacture, distribution, and marketing of numerous in-vehicle and portable satellite radio products and accessories. In the course of their relationship, however, certain disputes have arisen and the parties have become involved in protracted negotiations concerning the calculation and payment by XM to the Debtors of hardware subsidies (the "Subsidies") in connection with the Debtors' purchase of the Roady2, SKYFi2, and MyFi satellite radio products (the "Products"). Specifically, the parties dispute the impact of certain finance and extended warranty fees or charges imposed by Flextronics International USA Inc. ("Flextronics"), a third party manufacturer and supplier of various products to the Debtors, on the calculation of the Subsidies (the "Dispute").

B. The Proposed Settlement Agreement

21. In an effort to resolve the Dispute, to clarify the manner in which the Subsidies will be calculated in the future regarding the Products, and to solidify the terms under which XM will support Delphi's manufacture, distribution, and marketing of a new satellite radio product, XM and the Debtors entered into the Settlement Agreement, dated April 11, 2006, a copy of which is annexed hereto as Exhibit A. The salient terms of the Settlement Agreement are as follows:

⁶ XM is a leading satellite radio service company that provides music, news, talk, information, entertainment, and sports programming for reception by vehicle, home, and portable radios nationwide and over the Internet to millions of subscribers.

- 1) XM and the Debtors will waive and release all claims against each other directly related to the Dispute.
- 2) In lieu of agreeing to increased Subsidies for the Products to cover fees or charges that are the subject of the Dispute, XM will make three quarterly payments to the Debtors in the amount of \$100,000 each, commencing on June 30, 2006. XM will continue to pay and the Debtors will accept the Subsidies for the Products in accordance with the terms of applicable agreements and excluding any fees or charges imposed by Flextronics.
- 3) Delphi will use good faith efforts to resolve with Flextronics any open issues related to certain non-manufacturing fees and charges with respect to the Products manufactured by Flextronics by no later than May 31, 2006.
- 4) XM will waive all past and future minimum Marketing Development Fund ("MDF") spending requirements imposed upon the Debtors under the various product agreements, including the agreements related to the Products. XM will not be required to reimburse the Debtors for any MDF already expended or committed by the Debtors.
- 5) XM and the Debtors will use commercially reasonable steps to fulfill certain obligations, as specified in the Settlement Agreement, regarding the SKYFi3 product, which has not yet been introduced at retail.
- 6) The Debtors will invoice XM in an amount equal to \$1,000,000 to support the Debtors' current 2006 engineering and supplier non-restructuring engineering costs for the SKYFi3 product. XM will pay this invoice in full no later than June 30, 2006.

Applicable Authority

22. By this Motion, the Debtors respectfully request the entry of an order under Rule 9019(a) of the Bankruptcy Rules approving the Settlement Agreement. Bankruptcy Rule 9019 provides, in relevant part, that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Bankruptcy Rule 9019(a). Settlements and compromises are "a normal part of the process of reorganization." Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting Case v. L.A. Lumber Prods. Co., 308 U.S. 106, 130 (1939)); see also In re Adelphia Communications Corp., 327 B.R. 143, 159 (decision to accept or reject settlement lies within

sound discretion of bankruptcy court), adhered to on reconsideration, 327 B.R. 175 (Bankr. S.D.N.Y. 2005).

23. Approval of a compromise under Bankruptcy Rule 9019(a) is appropriate when the compromise is fair and equitable and is in the best interests of the debtor's estate. See, e.g., TMT Trailer Ferry, 390 U.S. at 424; Adelphia, 327 B.R. at 159 ("The settlement need not be the best that the debtor could have obtained. Rather, the settlement must fall 'within the reasonable range of litigation possibilities.'") (citations omitted) (quoting In re Penn Centr. Transp. Co., 596 F.2d 1102, 1114 (3d Cir. 1979); Nellis v. Shugrue, 165 B.R. 115, 121 (S.D.N.Y. 1994) ("The obligation of the bankruptcy court is to determine whether a settlement is in the best interest of an estate before approving it."). In general, compromises in the bankruptcy context should be approved unless they "fall below the lowest point in the range of reasonableness." Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir. 1983) (citation omitted).

24. The Supreme Court in TMT Trailer Ferry set forth the following factors that courts should consider in determining whether a proposed settlement or compromise is in the best interests of a debtor's estate: (a) the probability of the debtor's success in the litigation, (b) the difficulties associated with collection, (c) the complexity of the litigation, and the attendant expense, inconvenience, and delay, and (d) the paramount interests of the estate's creditors. TMT Trailer Ferry, 390 U.S. at 424-25; see also Nellis, 165 B.R. at 122; Fry's Metals, Inc. v. Gibbons (In re RFE Indus., Inc.), 283 F.3d 159, 165 (3d Cir. 2002).

25. Courts in this district have further elaborated on these factors to consider: (a) the balance between the likelihood of plaintiff's or defendants' success should the case go to trial vis-à-vis the concrete present and future benefits held forth by the settlement without the expense and delay of a trial and subsequent appellate procedures, (b) the prospect of complex

and protracted litigation if the settlement is not approved, (c) the proportion of the class members who do not object or who affirmatively support the proposed settlement, (d) the competency and experience of counsel who support the settlement, (e) the relative benefits to be received by individuals or groups within the class, (f) the nature and breadth of releases to be obtained by the directors and officers as a result of the settlement, and (g) the extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion. Adelphia, 327 B.R. at 159-60; accord In re Texaco Inc., 84 B.R. 893, 902 (Bankr. S.D.N.Y. 1988).

26. The bankruptcy court need not determine that all of the foregoing criteria favor approval of a compromise, and the proposed compromise need not be the best agreement that the debtor could have achieved under the circumstances. See Adelphia, 327 B.R. at 159-60; see also Penn Centr., 596 F.2d at 1114. Instead, the court's proper "role is to determine whether the settlement as a whole is fair and equitable," In re Lee Way Holding Co., 120 B.R. 881, 890 (Bankr. S.D. Ohio 1990), and falls "'within the reasonable range of litigation possibilities.'" In re Telesphere Communications, Inc., 179 B.R. 544, 553 (Bankr. N.D. Ill. 1994) (citation omitted). To that end, courts should not substitute their own judgment for that of the debtor, but rather should "'canvass the issues'" to affirm that the proposed settlement falls above "'the lowest point in the range of reasonableness.'" Adelphia, 327 B.R. at 159 (quoting W.T. Grant Co., 699 F.2d at 608); accord Airline Pilots Ass'n, Int'l v. Am. Nat'l Bank & Trust Co. (In re Ionosphere Clubs, Inc.), 156 B.R. 414, 426 (S.D.N.Y. 1993), aff'd sub nom. Sobchack v. Am. Nat'l Bank & Trust Co., 17 F.3d 600 (2d Cir. 1994).

27. The Settlement Agreement between the Debtors and XM should be approved under Bankruptcy Rule 9019(a) because its terms are fair and equitable, fall well within the range of reasonableness, and are in the best interests of the Debtors and their estates. Most significantly, the Settlement Agreement solidifies the terms under which XM will support

Delphi's manufacture, distribution, and marketing of the SKYFi3 product. XM has significant expertise and proprietary knowledge in the design and development of portable satellite radio products and has expended considerable time and resources towards the development of the SKYFi3 product. Pursuant to the terms of the Settlement Agreement, XM has agreed to provide certain designs and schematics to the Debtors, as well as certain technical information and technical consulting to assist the Debtors in the completion of the SKYFi3 product design and development. XM will waive all costs associated with the product development for the SKYFi3 product as well as the costs associated with factory support provided and to be provided to the Debtors. XM will provide additional monetary support by making an immediate payment of \$1,000,000 to support the Debtors' current 2006 engineering and supplier costs for the SKYFi3 product. The Debtors believe that the technical expertise and monetary support XM will provide to the Debtors pursuant to the Settlement Agreement is critical for the Debtors to successfully launch the SKYFi3 product.

28. With respect to the Dispute specifically, in lieu of agreeing to increased Subsidies for the Products to cover fees or charges that are the subject of the Dispute, XM will make three quarterly payments to the Debtors in the amount of \$100,000 each, commencing on June 30, 2006. XM will continue to make Subsidy payments to Delphi in connection with the Products, which will give the Debtors access to additional working capital to fund their satellite radio products business.

29. Finally, the Debtors believe that the Settlement Agreement is a reasonable compromise under the circumstances because it avoids the potentially burdensome costs and uncertainties of litigation while generating goodwill and preserving the positive working relationships between the Debtors and XM and between the Debtors and Flextronics. Those positive working relationships and the expertise and technical assistance XM has provided, and

has agreed to continue to provide under the Settlement Agreement, has contributed and will continue to contribute to the Debtors' success in their growing consumer electronics business. The Debtors do not believe that this level of ongoing support by XM could be obtained through the difficult and protracted litigation that would result if this Settlement Agreement is not approved, and that the loss of such support would eventually result in significant harm to the Debtors' consumer electronic business.

30. Accordingly, in the exercise of their business judgment, the Debtors believe that the terms of the Settlement Agreement are reasonable based upon the significant benefits the Debtors will receive, as summarized above. Therefore, based on the significant benefits to be realized by the Debtors from entering into the Settlement Agreement, together with the potential harm to the estates if the relief requested herein is not granted, the Debtors respectfully request that the motion be granted.

Notice Of Motion

31. Notice of this Motion has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (Docket No. 3293). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

32. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy

Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

33. WHEREFORE the Debtors respectfully request that this Court enter an order (a) authorizing and approving the Settlement Agreement and (b) granting them such other and further relief as is just.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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- and -

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

EXHIBIT A
SETTLEMENT AGREEMENT



April 12, 2006

Settlement Proposal Not Admissible For Any Purpose

Mr. Frank Ordoñez
President
Delphi Product & Service Solutions
Delphi Automotive Systems LLC
1441 West Long Lake Road
Troy, Michigan 48098

**Settlement Letter Agreement Regarding Delphi / Manufacturer Finance Charge
Issue – Certain Additional Issues**

Dear Frank:

This Letter Agreement (this "Letter Agreement") is made in reference to that certain letter (the "Settlement Agreement") by and between Delphi Automotive Systems LLC ("Delphi") and XM Satellite Radio Inc. ("XM") concerning the calculation and payment by XM to Delphi of hardware subsidies (the "Subsidies") in connection with Delphi's purchase of the Roady2, SKYFi2 and MyFi products (the "Products"), specifically pertaining to finance and extended warranty fees or charges imposed by Flextronics ("Dispute"). In accordance with Fed. R. Evid. 408 and all other applicable laws and rules, neither this Letter Agreement nor the Settlement Agreement nor any discussions or negotiations involving the contents or terms of this Settlement Agreement may be used in any action or proceeding which may be commenced hereafter.

Delphi hereby agrees that the motion to be submitted to the Bankruptcy Court with respect to approval of the Settlement Agreement shall be provided to XM at least one business day prior to it being filed with the Bankruptcy Court so as to permit XM to review the motion for the purpose of determining whether there are any potential breaches of any confidentiality provisions pertaining to any agreements between XM and Delphi.

Mr. Frank Ordoñez
April 12, 2006
Page 2

If you are in agreement with the provisions of this Letter Agreement, please countersign below and return one fully-executed original to XM within three (3) business days after the date of this Letter Agreement.

Sincerely,

XM SATELLITE RADIO INC.

Joseph J. Euteneuer

Joseph J. Euteneuer
Chief Financial Officer

Acknowledged and Agreed,

DELPHI AUTOMOTIVE SYSTEMS LLC

Francisco A. Ordoñez
Mr. Francisco A. Ordoñez
President
Delphi Product & Service Solutions Division

cc: Joe Damato
Joe Papelian



April 12, 2006

Settlement Proposal Not Admissible For Any Purpose

Mr. Frank Ordoñez
President
Delphi Product & Service Solutions
Delphi Automotive Systems LLC
1441 West Long Lake Road
Troy, Michigan 48098

Settlement Letter Agreement Regarding Delphi / Manufacturer Finance Charge Issue

Dear Frank:

This letter ("Settlement Agreement") is submitted as part of negotiations between Delphi Automotive Systems LLC ("Delphi") and XM Satellite Radio Inc. ("XM") concerning the calculation and payment by XM to Delphi of hardware subsidies (the "Subsidies") in connection with Delphi's purchase of the Roady2, SKYFi2 and MyFi products (the "Products"), specifically pertaining to finance and extended warranty fees or charges imposed by Flextronics ("Dispute"). In accordance with Fed. R. Evid. 408 and all other applicable laws and rules, neither this Settlement Agreement nor any discussions or negotiations involving the contents or terms of this Settlement Agreement may be used in any action or proceeding which may be commenced hereafter.

XM and Delphi hereby agree to the settlement terms below, to be submitted for approval to the U.S. Bankruptcy Court for the Southern District of New York ("Bankruptcy Court") no later than April 21, 2006.

Subject to both parties' compliance with their respective obligations under this Settlement Agreement:

1. XM and Delphi will waive and release all claims against each other directly related to the Dispute. This waiver and release includes any and all claims, damages, injuries, demands, actions, causes of action of whatever kind or nature, at law or in equity, known or unknown, asserted or unasserted, suspected or unsuspected, foreseeable or unforeseeable, that each party may have had or may now have or may hereafter have against the other party, for any cause existing at any time before or after the date hereof relating directly to the Dispute.
2. Delphi will promptly invoice XM an amount equal to \$1,000,000 to support Delphi's current 2006 engineering and supplier NRE (Non Recurring Engineering) costs for the SKYFi3 product. XM will pay this invoice in full no later than June 30, 2006.

Mr. Frank Ordoñez
April 12, 2006
Page 2

3. In lieu of agreeing to increased subsidies for the Products to cover fees or charges that are the subject of the Dispute, XM will make three (3) quarterly payments to Delphi in the amount of One Hundred Thousand Dollars (\$100,000) each, with each such payment due on the last day of each calendar quarter commencing with June 30, 2006. XM will continue to pay (and Delphi will accept) the Subsidies for the Products in accordance with the terms of the applicable agreements between XM and Delphi with respect to the Products, provided, however, that Delphi agrees such Subsidies will be calculated in a manner that excludes any fees or charges imposed by Flextronics and related to: (i) payment terms longer than forty-five (45) days; (ii) late payments; (iii) an extended warranty period (i.e., a warranty period greater than nine (9) months from date of shipment from the factory); (iv) delivery other than ex factory; (v) delays or changes to or cancellations of firm orders; (vi) breach by Delphi of the terms of Delphi's agreement with Flextronics with respect to the Products; (vii) changes to the design, manufacturing process, the raw materials or sub-components used for the Products made at the direction of Delphi without XM's written consent; or (viii) actions or inactions of Delphi that result in a financial benefit to Delphi that are not contemplated by the applicable agreements between XM and Delphi with respect to the Products ("Non-MCPU Charges").
4. XM will waive all past and future minimum Marketing Development Fund ("MDF") spend requirements imposed upon Delphi under the SKYFi, SKYFi2 and MyFi product agreements. For the avoidance of doubt, nothing in this Settlement Agreement, including without limitation in paragraph 9, shall require XM to reimburse Delphi for any MDF already expended or committed by Delphi.
5. SKYFi3 Matters.
 - a. XM has spent significant time and effort, towards the development of the SKYFi3 product. Specifically XM has provided Delphi with the overall electrical design including schematic diagram and PCB layout for two electrical design passes P1 and P2. XM also provided Delphi with factory support in Malaysia from XM's resident manufacturing support team. XM will waive all NRE costs for the SKYFi3 product development, including the P1 and P2 effort and other required XM technologies, including Napster/XM Desktop Client in forms useable with the SKYFi3 product (Certicom firmware upgrade is required at Delphi's expense).
 - b. Delphi and XM will use commercially reasonable efforts to enter into a definitive agreement for the SKYFi3 product no later than April 19, 2006, which shall include a \$20 hardware subsidy upon first-time activation (i.e., subsidy only payable with respect to the first activation of each SKYFi3 unit). XM will offer Delphi a hardware subsidy opportunity upon first-time activation for a future variant of the SKYFi3 platform based on the H90 chipset targeted for launch in

Mr. Frank Ordonez
April 12, 2006
Page 3

spring of 2007. The exact subsidy amount will be based on the specific features of the product and whether it can be supported in the XM budget for 2007.

- c. Delphi shall be responsible for all third party royalties applicable to the SKYFi3 product.
- d. Subject to the terms of the "Sensitive Information MOU" between the parties, XM shall promptly provide Delphi with the following: layout, electrical design, "BunA" software and Nexus software (provided that Delphi shall be responsible for entering into a license agreement with and paying any required royalties to PacketVideo Corporation). XM shall provide reasonably necessary technical consulting to assist Delphi in completing the SKYFi3 product design and development.
- e. As previously agreed between Delphi and XM, Delphi shall assume all responsibility for the remaining design and development effort related to the SKYFi3 product, and shall be solely responsible for all future prototype builds, commencement of mass production, and timing of introduction at retail, which timing shall be established by Delphi. Delphi will be solely responsible to set all pricing, margin and MDF opportunities for its retailers and distributors. XM agrees to continue to provide reasonable factory support in Malaysia from XM's resident manufacturing support team through the date of the initial SKYFi3 product launch.
- f. XM will use reasonable efforts to market and promote the SKYFi3 product in accordance with retail demand and XM's overall marketing plans.
6. Delphi will use good faith efforts to resolve with Flextronics any open issues related to Non-MCPU Charges with respect to the Products manufactured by Flextronics, in no event later than May 31, 2006.
7. No later than April 21, 2006, Delphi will make a motion before the Bankruptcy Court for approval of the settlement terms set forth in this Settlement Agreement. Delphi agrees that the proposed order submitted to the Bankruptcy Court with respect to approval of the settlement terms set forth in this Settlement Agreement shall be acceptable to XM, in its reasonable discretion. XM shall review and approve the proposed order within three (3) days after receipt.
8. XM agrees to provide Delphi with details of XM's monthly activations on all Delphi aftermarket hardware. Details to be provided include, but are not limited to (to the extent known by XM): reported Delphi radios manufactured, radio ID number and activation

Mr. Frank Ordoñez
April 12, 2006
Page 4

date. This information will be made available to Delphi no later than June 30, 2006 and will provide a historical view back to the beginning of the Delphi-XM relationship.

9. Apart from the Dispute, XM claims that they overpaid Delphi on product subsidies arising from a previously undiscovered error in the database query used to generate the periodic first time activation reports provided by XM to Delphi ("XM Other Claim"). While Delphi disputes the XM Other Claim, it agrees to cooperate with XM to determine the validity of the XM Other Claim through an audit process or a process otherwise agreed to by the parties. In addition, Delphi claims that they under-billed certain premium freight (air-only portion), retail price protection and/or retail price credits (e.g., related to temporary price reductions authorized by XM) ("Delphi Other Claim" and together with the XM Other Claim, the "Other Claims"). While XM disputes the Delphi Other Claim, it agrees to cooperate with Delphi to determine the validity of the Delphi Other Claim through an audit process or a process otherwise agreed to by the parties. While the parties acknowledge that this provision does not constitute a settlement or an admission of the Other Claims, both XM and Delphi agree that they will work in good faith to resolve these Other Claims (and not them against each other). For the avoidance of doubt, the Other Claims exclude all issues covered by this Settlement Agreement. In the event that XM's claimed overpayment with respect to the XM Other Claim exceeds Delphi's claimed under-billing with respect to the Delphi Other Claim, XM agrees to waive its right to collect the first One Million Dollars (\$1,000,000) of such difference from Delphi. Similarly, in the event that Delphi's claimed under-billing with respect to the Delphi Other Claim exceeds XM's claimed overpayment with respect to the XM Other Claim, Delphi agrees to waive its right to collect the first One Million Dollars (\$1,000,000) of such difference from XM. In both cases, the difference for purposes of its definition as a pre-petition claim (arose prior to October 8, 2005) or a post-petition claim (arose on or after October 8, 2005) will be allocated pro-rata in accordance with the underlying liability and the time period during which such underlying liability arose.
10. This Settlement Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter, and changes or modifications shall be in writing and executed by both parties.
11. This Settlement Agreement shall be construed and enforced under the law of the State of New York without reference to any choice of law or conflict of law provisions or rules, and both Parties consent to the jurisdiction of the American Arbitration Association for the resolution of any dispute arising out of this Settlement Agreement.
12. This Settlement Agreement has been prepared mutually by both Parties.

Mr. Frank Ordoñez
April 12, 2006
Page 5

The effectiveness of this Settlement Agreement (including all obligations and agreements referenced herein) shall all be contingent upon the Bankruptcy Court entering an order approving Delphi's motion to approve the settlement terms set forth in this Settlement Agreement and such order not being subject to an appeal filed within ten (10) days of entry of the order by the Bankruptcy Court (a "Final Order"). Without limiting the generality of the foregoing, in no event shall XM be required to make any payment otherwise required by this Settlement Agreement unless and until the Bankruptcy Court has entered the order approving Delphi's motion to approve the settlement terms set forth in this Settlement Agreement and such order becoming a Final Order.

If you are in agreement with the provisions of this Settlement Agreement, please countersign below and return one fully-executed original to XM within three (3) business days after the date of this Settlement Agreement.

Sincerely,

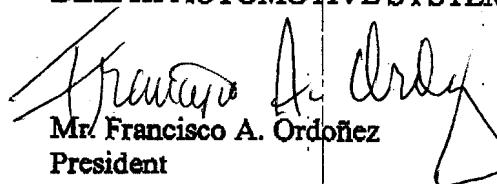
XM SATELLITE RADIO INC.



Joseph J. Euteneuer
Chief Financial Officer

Acknowledged and Agreed,

DELPHI AUTOMOTIVE SYSTEMS LLC



Mr. Francisco A. Ordoñez
President
Delphi Product & Service Solutions Division

cc: Joe Darnato
Joe Papelian

Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
(212) 735-3000
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

NOTICE OF MOTION FOR ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING
AND APPROVING SETTLEMENT AGREEMENT WITH XM SATELLITE RADIO, INC.

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed a Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving Settlement Agreement With XM Satellite Radio, Inc. (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (the "Third Supplemental Case Management Order") (Docket No. 3293), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100,

Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), and (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time) on May 5, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
Ron E. Meisler (RM 3026)
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al., :
: Debtors. : (Jointly Administered)
:
-----x

ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING AND APPROVING
SETTLEMENT AGREEMENT WITH XM SATELLITE RADIO, INC.

("XM SETTLEMENT ORDER")

Upon the motion, dated April 21, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") Under Fed. R. Bankr. P. 9019 Authorizing And Approving Settlement Agreement With XM Satellite Radio, Inc. (the "Settlement Agreement"); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Debtors' decision to enter into the Settlement Agreement is reasonable and appropriate under the circumstances and is approved.

2. The Debtors are hereby authorized to enter into the Settlement Agreement.

Dated: New York, New York
May ___, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT H

**Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.**

TOGUT, SEGAL & SEGAL LLP
Bankruptcy Co-Counsel for Delphi Corporation, et al.,
Debtors and Debtors in Possession
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000
Albert Togut (AT-9759)
Neil Berger (NB-3599)
Tally Wiener (TW-6519)

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re: :
: Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 [RDD]
: Jointly Administered
Debtors. :
:-----x

**NOTICE OF HEARING ON MOTION
FOR APPROVAL, PURSUANT TO FEDERAL RULE
OF BANKRUPTCY PROCEDURE 9019, OF SETTLEMENT
AGREEMENT WITH FURUKAWA ELECTRIC NORTH AMERICA APD, INC.**

PLEASE TAKE NOTICE THAT a hearing (the “Hearing”) to consider the motion (the “Motion”) of Delphi Corporation (“Delphi”) and certain of its subsidiaries and affiliates, debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), by their undersigned counsel, for approval, pursuant to Rule 9019 of the Federal

Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), approving a Settlement Agreement,¹ annexed to the Motion as Exhibit "1", by and among the Debtors and Furukawa Electric North America APD, Inc. ("Furukawa"), Debtors' estates, shall be conducted before the Honorable Robert D. Drain, United States Bankruptcy Judge, in Room 610 of the United States Bankruptcy Court, One Bowling Green, New York, New York, 10004, on May 12, 2006, at 10:00 a.m. (New York City Time), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE THAT responses or objections, if any, to the relief requested by the Motion (a) must be in writing, (b) must conform to the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York, and the Second Supplemental Order under 11 U.S.C. §§ 102 (1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, (the "Case Management Order") (Docket No. 2995), (c) must be filed with the Bankruptcy Court in accordance with General Order M-242 (General Order M-242, as amended, and the User's Manual for the Electronic Case Filing System can be found at www.nysb.ucourts.gov, the official website for the Bankruptcy Court) - registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) must be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) and must be served upon: (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel); (ii) conflicts counsel for the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, New York, New York 10119 (Attn: Neil Berger, Esq.); (iii) counsel for the

¹ Capitalized terms used herein but not defined, shall have the meaning ascribed to them in the Motion.

Debtors, Skadden Arps Slate Meagher & Flom, Four Times Square, New York, New York 10036 (Attn: John Wm. Butler, Jr., Esq.); (iv) counsel for the agent under the Debtors' pre-petition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Attn: Kenneth S. Ziman); (v) counsel for the agent under the post-petition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Attn: Marlane Melican); (vi) commercial and litigation counsel to the Debtors, Butzel & Long, P.C., 100 Bloomfield Hills Parkway, Suite 200, Bloomfield Hills, MI 48304 (Attn: James Darien); (vii) co-counsel for Furukawa Electric North America APD: (a) Varnum, Riddering, Schmidt & Howlett LLP, 333 Bridge Street, N.W., Suite 1700, Grand Rapids, MI 49504 (Michael S. McElwee, Esq.) and (b) DiConza Law, P.C., 630 Third Avenue, New York, New York 10017 (Attn: Gerard DiConza, Esq.); (viii) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022-4068 (Attn: Robert J. Rosenberg, Esq.); and (ix) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Attn: Alicia M. Leonhard), in each case so as to be **received** by such persons no later than **4:00 p.m. (Prevailing Eastern Time) on May 5, 2006** (the "Objection Deadline").

(Concluded on following page)

PLEASE TAKE FURTHER NOTICE that only those timely-written objections made in accordance herewith, and timely filed and received by the Objection Deadline will be considered by the Bankruptcy Court, and that if no objections to the Settlement Agreement are timely filed and served the Bankruptcy Court may so order the Settlement Agreement.

Dated: New York, New York
April 21, 2006

DELPHI CORPORATION, *et al.*
By their attorneys,
TOGUT, SEGAL & SEGAL LLP
By:

/s/ Neil Berger
ALBERT TOGUT (AT-9759)
NEIL BERGER (NB-3599)
Members of the Firm
One Penn Plaza
New York, New York 10119
(212) 594-5000

**Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.**

TOGUT, SEGAL & SEGAL LLP
Conflicts Counsel for Delphi Corporation, et al.,
Debtors and Debtors in Possession
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000
Albert Togut (AT-9759)
Neil Berger (NB-3599)

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re: :
: Chapter 11
DELPHI CORPORATION, et al., : Case No. 05-44481 [RDD]
: Jointly Administered
Debtors. :
:-----x

**MOTION FOR APPROVAL OF SETTLEMENT
AGREEMENT WITH FURUKAWA ELECTRIC NORTH AMERICA APD, INC.**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Delphi Corporation (“Delphi”) and certain of its subsidiaries and affiliates, debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), by their undersigned counsel, as and for their motion (the “Motion”) for approval, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), of the settlement agreement annexed hereto as Exhibit “1” (the “Settlement Agreement”) by and among the Debtors and Furukawa Electric North America APD, Inc. (“Furukawa”), respectfully show this Honorable Court that:

BACKGROUND

A. The Chapter 11 Filings

1. On October 8, 2005 (the "Initial Filing Date"), Delphi and certain of its U.S. subsidiaries (the "Initial Filers") filed voluntary petitions in this Court for reorganization relief under chapter 11 of the Bankruptcy Code. On October 14, 2005, three additional U.S. subsidiaries of Delphi (together with the Initial Filers, collectively, the "Debtors") also sought reorganization relief. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtors' chapter 11 cases (Dockets Nos. 28 and 404).

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"), which retained Latham & Watkins LLP as its counsel. No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicate for the relief requested herein is Bankruptcy Rule 9019.

B. Current Business Operations Of The Debtors

5. As of the Initial Filing Date, Delphi had global 2004 revenues of approximately \$28.6 billion, and global assets as of August 31, 2005 of approximately \$17.1

billion.¹ Delphi ranks as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. Delphi has become a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and the Company (as defined below) is arguably the single largest global supplier of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company's technologies and products are present in more than 75 million vehicles on the road worldwide. The Company supplies products to nearly every major global automotive original equipment manufacturer with 2004 sales to its former parent, General Motors Corporation ("GM"), equaling approximately \$15.4 billion and sales to each of Ford Motor Company, DaimlerChrysler Corporation, Renault/Nissan Motor Company, Ltd., and Volkswagen Group exceeding \$850 million.

7. As part of its growth strategy, Delphi has established an expansive global presence with a network of manufacturing sites, technical centers, sales offices, and joint ventures located in every major region of the world. As of the Initial Filing Date, the Debtors employed approximately 180,000 employees. The Debtors' 50,600 U.S. employees work in approximately 44 manufacturing sites, 13 technical centers, and in Delphi's Troy, Michigan headquarters. As of the Initial Filing Date, the Debtors employed approximately 34,750 hourly employees in the United States, 96% of whom are union-represented. Outside the United States, the Company's foreign entities employed more than 134,000 people on the Initial Filing Date,

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

supporting 120 manufacturing sites and 20 technical centers in nearly 40 countries around the globe.

8. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to Delphi and its subsidiaries and affiliates (collectively, the "Company") in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

9. Due to the significant planning that goes into each vehicle model, Delphi's efforts to generate new business do not immediately affect its financial results, because supplier selection in the auto industry is generally finalized several years prior to the start of production of the vehicle. When awarding new business, which is the foundation for the Company's forward revenue base, customers are increasingly concerned with the financial stability of their supply base. The Debtors believe that they will maximize stakeholder value and the Company's future prospects if they stabilize their businesses and continue to diversify their customer base. The Debtors also believe that this must be accomplished in advance of the expiration of certain benefit guarantees between GM and certain of Delphi's unions representing most of its U.S. hourly employees which coincides with the expiration of the Company's U.S. collective bargaining agreements in the fall of 2007.

RELIEF REQUESTED

10. The Debtors seek approval of the Settlement Agreement with Furukawa pursuant to Bankruptcy Rule 9019. Pursuant to the Settlement Agreement, the Debtors will: recover \$2,261,205.46, representing 80% of the pre-petition Payment (defined below) that was (a) made to Furukawa; and (b) avoid the cost, expense and delay of litigation. For the reasons set forth below, the Debtors believe that the settlement and compromise of claims embodied in the Settlement Agreement is fair and equitable, falls well within the range of reasonableness, is in the best interest of the Debtors' estates, and should be approved.

BASIS FOR RELIEF

A. Background To The Proposed Settlement Agreement

11. Furukawa supplies the Debtors with SIR coils and connection systems pursuant to various purchase orders and supply contracts.

12. In response to demands by Furukawa, on or about September 14, 2005, the Debtors made a wire payment of \$2,832,045.42 to Furukawa, noting in the Wire Request Form: "Vendor refusing to ship due to press release" (the "September 14 Payment").

13. The September 14 Payment represented a gross payment of \$2,860,651.94, less a 1% early payment discount, and it satisfied invoices for goods that were just previously shipped to the Debtors (the "Invoices").

14. As a result of an oversight, on or about October 4, 2005, the Debtors made an electronic funds transfer payment to Furukawa in the amount of \$2,826,506.66 (the "Payment"). The Payment was remitted by the Debtors against the same Invoices that had already been satisfied by the September 14 Payment.

15. The September 14 Payment and the Payment were in slightly different amounts because one invoice for approximately \$34,000 was not included in the Payment, and

the Payment did not take credit for a prompt-payment discount. Furukawa placed the Payment into a “suspension account”, and the Debtors never provided any instructions to Furukawa regarding application of the Payment.

16. Four days later, on October 8, the Debtors filed their petitions in this Court. As of the Initial Filing Date, Furukawa had not applied the Payment to invoices due and owing from the Debtors to Furukawa.

17. On December 15, 2005, Furukawa moved for an Order pursuant to Bankruptcy Code section 362(d) modifying the automatic stay to permit it to apply the Payment to an equivalent amount of pre-petition invoices that are unrelated to the Payment (the “Stay Motion”). The Debtors filed an Objection to the Stay Motion on February 2, 2006 (the “Objection”), and Furukawa filed a Reply thereto on February 8, 2006. The Stay Motion, the Objection and Furukawa’s Reply were considered by the Court at a hearing on February 9, 2006, at the conclusion of which, the Court denied the Stay Motion. An Order denying the Stay Motion was entered on March 3, 2006 (the “March 3 Order”). However, avoidance of the Payment was not before the Court and, consequently, the March 3 Order did not direct Furukawa to return the Payment to the Debtors.

18. The Debtors have asserted that the Payment is avoidable and recoverable as, among other things, a preferential transfer pursuant to Bankruptcy Code sections 547 and 550, and the Debtors have demanded the return of the Payment.

19. Furukawa has asserted that the Payment is not avoidable or recoverable and that, among other things, Furukawa provided subsequent new value to the Debtors totaling approximately \$799,000. Delphi disputed the amount of the subsequent new value provided by Furukawa prior to the Initial Filing Date, and asserted that it totaled no more than approximately

\$500,000. The precise amount of Furukawa's subsequent new value would require additional, time-consuming discovery. Moreover, Furukawa has asserted that it would actively litigate any avoidance proceeding by the Debtors to recover the Payment.

B. The Proposed Settlement Agreement

20. Diligence and arms-length negotiations between the Debtors and Furukawa have produced an agreement, subject to Bankruptcy Court approval, to settle and compromise the Debtors' demand for return of the Payment:

- (a) Furukawa will return \$2,261,205.46 to the Debtors (the "Settlement Amount");
- (b) Furukawa will retain \$565,301.20 of the Payment (the "Retention") which will be applied to satisfy pre-petition Furukawa invoices that have been identified by the Debtors;
- (c) Furukawa may amend its proof of claim in Debtors' case to reflect the financial terms of the proposed settlement;² and
- (d) The Debtors and Furukawa will exchange releases of claims pertaining to the Payment.

21. The Debtors have determined that the proposed Settlement Agreement is in the best interests of the Debtors' estates and, in reaching that conclusion, have considered, among other things, the defenses asserted and potentially assertable by Furukawa and the cost, expense and delay associated with litigation regarding the avoidability of the Payment.

APPLICABLE AUTHORITY

22. Bankruptcy Rule 9019(a) provides, in relevant part, that: "[o]n motion by the [debtor in possession] and after notice and a hearing, the court may approve a compromise and settlement." Fed. R. Bankr. P. 9019(a). Indeed, settlements and compromises are "a normal part of the process of reorganization." Protective Comm. for Indep. Stockholders of TMT

Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting Case v. Los Angeles Lumber Prods. Co., 308 U.S. 106, 130 (1939)); see also In re Adelphia Commc'ns Corp., 327 B.R. 143, 159, adhered to on reconsideration, 327 B.R. 175 (Bankr. S.D.N.Y. 2005).

23. To approve a compromise and settlement under Bankruptcy Rule 9019(a), courts have held that the proposed compromise and settlement should be found to be fair and equitable, reasonable and in the best interests of the debtor's estate. See In re Ionosphere Clubs, Inc., 156 B.R. 414, 426 (S.D.N.Y. 1993), aff'd, 17 F.3d 600 (2d Cir. 1994); Adelphia Commc'ns, 327 B.R. at 159 ("The settlement need not be the best that the debtor could have obtained. Rather, the settlement must fall 'within the reasonable range of litigation possibilities.'") (citations omitted) (quoting In re Penn Centr. Transp. Co., 596 F.2d 1102, 1114 (3d Cir. 1979)). Additionally, the decision to approve a particular settlement lies within the sound discretion of the Bankruptcy Court. See Nellis v. Shugrue, 165 B.R. 115, 123 (S.D.N.Y. 1994).

24. In exercising its discretion, the Bankruptcy Court must make an independent determination that the settlement is fair and reasonable. Id. at 122. The Court, however, may consider the opinions of the debtor in possession and its counsel that the settlement is fair and reasonable. See In re Purofied Down Prods. Corp., 150 B.R. 519, 522 (S.D.N.Y. 1993). In addition, the Bankruptcy Court should exercise its discretion "in light of the general public policy favoring settlements." In re Hibbard Brown & Co., Inc., 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998); see also Shugrue, 165 B.R. at 123 ("the general rule [is] that settlements are favored and, in fact, encouraged by the approval process outlined above").

25. In determining whether to approve a proposed settlement, a Bankruptcy Court need not decide the numerous issues of law and fact raised by the settlement, but rather should "canvass the issues and see whether the settlement 'fall[s] below the lowest point in the

² This summary represents the significant provisions of the Settlement Agreement, and it is not intended to

range of reasonableness.”” In re W.T. Grant Co., 699 F.2d 599, 608 (2d Cir. 1983); accord Purofied Down Prods., 150 B.R. at 522 (“the court need not conduct a ‘mini-trial’ to determine the merits of the underlying litigation”).

26. Bankruptcy Courts have applied the following factors in determining whether a settlement should be approved: (a) the probability of success in the litigation, with due consideration for the uncertainty in fact and law; (b) the complexity and likely duration of the litigation and any attendant expense, inconvenience and delay; (c) the proportion of creditors who do not object to, or who affirmatively support the proposed settlement; and (d) the extent to which the settlement is truly the product of arm’s length bargaining and not the product of fraud or collusion. See In re Ashford Hotels, Ltd., 226 B.R. 797, 804 (Bankr. S.D.N.Y. 1998); In re Best Prods. Co., 168 B.R. 35, 50 (Bankr. S.D.N.Y. 1994). See also Fry's Metals, Inc. v. Gibbons (In re RFE Indus., Inc.), 283 F.3d 159, 165 (3d Cir. 2002) (also incorporating as a factor the “likely difficulties in collection”).

27. The relevant factors set forth above support a finding that the compromise that is embodied in the Settlement Agreement is fair and equitable, in the best interests of the Debtors and should be approved. The Debtors and Furukawa propose to resolve all claims relating to the Payment consensually, without further litigation. If these matters are not resolved through the proposed settlement, future litigation before this Court will result in additional expense for the Debtors and their estates with no certainty that the Debtors would recover more than the Settlement Agreement after a trial.

28. The benefits flowing from the settlement and compromise embodied in the Settlement Agreement -- including: (a) the elimination of a material risk of an unfavorable litigation outcome; (b) the avoidance of the significant costs, uncertainties and delays likely

attendant to any litigation and possible resulting judgment; (c) the waiver of any and all claims that Furukawa may possess against the Debtors with respect to the Payment, except for the Amended Claim; and (d) the payment of the Settlement Amount -- all clearly demonstrate that approval of the Settlement Agreement is in the best interests of the Debtors and the Debtors' estates.

29. Additionally, the Settlement Agreement is the product of arm's length bargaining and negotiations between the Debtors and Furukawa. Accordingly, the Debtors submit that the parties' proposed settlement and compromise is appropriate in light of the relevant factors and should be approved.

NOTICE OF MOTION

30. Notice of this Motion is being given in accordance with the Second Supplemental Order under 11 U.S.C. §§ 102 (1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures, entered by this Court on March 28, 2006 (the "Case Management Order") (Docket No. 2995). The Debtors submit that no other notice need be given.

MEMORANDUM OF LAW

31. This Motion does not present any novel issues of law. Consequently, the Debtors respectfully request that the Court waive the requirement that they file a memorandum of law in support of this Motion pursuant to Local Bankruptcy Rule 9013-1(b). The Debtors reserve the right, however, to file a separate memorandum of law in support hereof or in response to any objection to this Motion.

32. No previous motion for the relief sought herein has been made to this or any other Court.

WHEREFORE, the Debtors respectfully request that the Court approve the settlement and compromise by and among the Debtors and Furukawa by "So Ordering" the annexed Settlement Agreement, and grant such other and further relief as the Court deems just and appropriate.

Dated: New York, New York
April 21, 2006

DELPHI CORPORATION, et al.
By their attorneys,
TOGUT, SEGAL & SEGAL LLP
By:

/s/ Neil Berger
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NEIL BERGER (NB-3599)
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

HEARING DATE: 5/12/06
AT: 10:00 a.m.

In re:

DELPHI CORPORATION, et al.,

Debtors.

: Chapter 11
Case No. 05-44481 [RDD]

: Jointly Administered

SETTLEMENT AGREEMENT

Furukawa Electric North America APD, Inc. ("Furukawa") and Delphi Automotive Systems, Inc. together with its co-debtors ("Delphi"), hereby agree:

WHEREAS, on October 4, 2005 Delphi sent a payment by EFT ("Electric Funds Transfer") to Furukawa in the amount of \$2,826,506.66 (hereafter, the "Payment"); and

WHEREAS, On October 8, 2005 (the "Initial Filing Date"), Delphi and certain of its subsidiaries, each filed voluntary petitions in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") for reorganization relief under Chapter 11 of the Bankruptcy Code. On October 14, 2005, three additional U.S. subsidiaries of Delphi (together with the Initial Filers, collectively, the "Debtors") filed voluntary petitions in this Court for reorganization relief under Chapter 11 of the Bankruptcy Code; and

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Bankruptcy Court entered Orders directing the joint administration of the Debtors' chapter 11 cases (Docket Nos. 28 and 404); and

WHEREAS, on October 17, 2005, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors in these cases, which is represented by Latham & Watkins. No trustee or examiner has been appointed; and

WHEREAS, as of the Initial Filing, Furukawa had not applied the Payment to invoices due and owing from Delphi to Furukawa; and

WHEREAS, on or about December 15, 2005, Furukawa filed a Motion for Relief from Stay to permit the set-off of the Payment against pre-petition invoices (the "Invoices") due and owing from Delphi to Furukawa; and

WHEREAS, Delphi opposed Furukawa's Motion for Relief from Stay; and

WHEREAS, by an Order dated March 3, 2006, (the "March 3 Order") the Bankruptcy Court denied Furukawa's Motion for Relief from Stay, but did not direct Furukawa to return the Payment to Delphi; and

WHEREAS, after entry of the March 3 Order, Delphi asserted that the Payment is avoidable and recoverable, and Delphi demanded return of the Payment to Delphi; and.

WHEREAS, Furukawa has asserted that the payment is not avoidable or recoverable and has asserted that, among other things: it provided subsequent new value to Delphi after the date the Payment; the Payment was made in the ordinary course of business of Delphi and Furukawa and according to ordinary industry terms; and that Furukawa will contest the presumption that Delphi was insolvent when the Payment was made; and

WHEREAS, as a result of arms-length negotiations, the parties have agreed to a full and final resolution of the Payment based upon the terms and conditions set forth in this Agreement; and

WHEREAS, Delphi has concluded that the proposed settlement set forth herein is in the best interests of its estate, and in reaching that conclusion, has considered, among other things, the defenses asserted by Furukawa and the cost, expense and delay associated with litigating the matter, the result of which is uncertain.

NOW, THEREFORE, FOR good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree:

1. This Agreement shall be effective on the date when an Order of the Bankruptcy Court (the “Approval Order”) approving the terms hereof shall become final and not subject to any stay (the “Effective Date”). Notwithstanding the foregoing, during the period between the date of the complete execution of this Agreement and the Effective Date, the parties hereto shall be bound by the terms hereof and they shall do nothing contrary to the terms set forth herein.

2. On and after the Effective Date, Furukawa shall retain 20 percent of the Payment, and return 80 percent of the Payment to Delphi. Furukawa will therefore retain \$565,301.20 (the “Retention”), and shall return to Delphi \$2,261,205.46 (the “Settlement Amount”). Furukawa will deliver the Settlement Amount to Delphi in immediately available funds within three (3) business days after the Effective Date.

3. Within 30 days after the Effective Date, Furukawa may, file an Amended Proof of Claim (the “Amended Claim”) in the Delphi bankruptcy case, reducing and reclassifying its claim to reflect the terms of this Agreement. Subject to any applicable bar date, this Agreement does not preclude or otherwise prevent Furukawa from asserting any additional claims it may

have against the Delphi estates, including, but not limited to, its claim for the Settlement Amount. The Debtors, the Committee and other parties in interest retain all of their rights, claims and defenses regarding any claims filed in these cases by Furukawa. Entry of the Approval Order shall constitute a modification of the automatic stay in Delphi's case solely to permit Furukawa to apply the Retention toward satisfaction of the Invoices that are identified in the schedule that is annexed hereto.

4. Payment of the Settlement Amount by Furukawa to Delphi shall be a full and final satisfaction of any and all claims that Delphi may have against Furukawa for a return of the Payment. Upon entry of the Approval Order and payment to Delphi of the Settlement Amount, Delphi hereby releases and waives any claim, charge, cause of action and avoidance action it may assert or may have been able to assert against Furukawa, its affiliates, subsidiaries, shareholders, officers, directors, employees, attorneys, and agents with respect to the Payment and the Retention, including, but not limited to, any claims Delphi may assert or may have been able to assert against Furukawa under Chapter 5 of the United States Bankruptcy Code.

5. Delphi shall, promptly, and at its sole expense, file a motion for an Order approving this Agreement pursuant to Bankruptcy Rule 9019, and shall take full responsibility for the prosecution of such motion. This written Agreement constitutes the entire and fully integrated agreement of the parties, and may not be contradicted by prior writings, or prior or contemporaneous oral statements.

6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, predecessors, successors and assigns.

7. It is expressly understood and agreed that the terms hereof, including the foregoing paragraphs and headings, are contractual and that the Agreement contained herein and the consideration transferred is to compromise disputed claims and avoid litigation, and that no statement made herein, payment, release, or other consideration shall be construed as an admission by the parties of any kind or nature.

8. The Bankruptcy Court shall retain original and exclusive jurisdiction to interpret and enforce the terms of this Agreement and to resolve any disputes in connection herewith.

FURUKAWA ELECTRIC NORTH AMERICA ADP, INC.

Dated: _____, 2006 By: _____

Its: _____

DELPHI AUTOMOTIVE SYSTEMS, INC.

Dated: April 21, 2006 By: /s/ John D. Sheehan _____

Its: Vice President, Chief Restructuring Officer,
Chief Accounting Officer and Controller _____

1234692_1.DOC

So Ordered on this
____ day of May, 2006

Honorable Robert D. Drain
United States Bankruptcy Judge

FURUKAWA--LISTING OF INVOICES TO OFFSET

(Delphi Prop 040306)

Process #	DUNS #	Plant Code	Document #	Date	Total Amount	Currency Code	Bill Of Lading	Purchase Order
9000031638341	RD 966877987	K9	269050IPF4734309	9/8/05	\$144,232.32	USD	26905	SAG9014073
9000031663992	RD 966877987	K9	269340IPF4751110	9/9/05	\$137,251.92	USD	26934	SAG9014073
9000031881160	RD 966877987	K9	273110IPF50238299	9/28/05	\$137,163.84	USD	27311	SAG9014073
9000031783986	RD 966877987	K9	271430IPF4893521	9/20/05	\$134,514.72	USD	27143	SAG9014073
9000031924298	RD 966877987	K9	272760IPF436414801	9/30/05	\$10,897.92	USD	27276	SAG9014940
9000031865318	RD 966877987	J9	50498440001	9/27/05	\$1,200.00	USD	27315	S3S32084
	Misc Adjustment				\$40.48			
	TOTAL OFFSET AMOUNT				\$565,301.20			

Blue Font: Reclamation Period Invoices to be switched

FURUKAWA--LISTING OF INVOICES TO OFFSET (Replacement Proposal)

(Furukawa Prop 041906)

Process #	DUNS #	Plant Code	Document #	Date	Total Amount	Currency Code	Bill Of Lading	Purchase Order
9000031638341	RD 966877987	K9	269050IPF4734309	9/8/05	\$144,232.32	USD	26905	SAG9014073
9000031663992	RD 966877987	K9	269340IPF4751110	9/9/05	\$137,251.92	USD	26934	SAG9014073
9000031783986	RD 966877987	K9	271430IPF4893521	9/20/05	\$134,514.72	USD	27143	SAG9014073
9000031865318	RD 966877987	J9	50498440001	9/27/05	\$1,200.00	USD	27315	S3S32084
APPROVED		K9	1436360709		\$39,836.16	USD	26644	SAG9014073
APPROVED		K9	1436393024		\$34,145.28	USD	26940	9014941
APPROVED		K9	1436393124		\$39,836.16	USD	26941	9014942
APPROVED		K9	1436403728		\$34,145.28	USD	27045	9014943
	Misc Adjustment				\$139.36			
	TOTAL OFFSET AMOUNT				\$565,301.20			

Green Font: Furukawa desired substitute invoices

Yellow highlighted area to be filled in by Delphi

OK per Dana Fidler 4/21/06

EXHIBIT I

Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
:
: (Jointly Administered)
Debtors. :
----- X

MOTION TO APPROVE STIPULATION AND AGREED ORDER BETWEEN DELPHI
CORPORATION, ET AL. AND FLEXTRONICS INTERNATIONAL ASIA-PACIFIC LTD., ET
AL. REGARDING ADEQUATE PROTECTION OF PREPETITION SETOFF RIGHTS

("FLEXTRONICS STIPULATION MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Motion (the "Motion") To Approve Stipulation And Agreed Order Between Delphi Corporation, Et Al. And Flextronics International Asia-Pacific Ltd., Et Al. Regarding Adequate Protection Of Prepetition Setoff Rights (the "Stipulation"). In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtors' chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicate for the relief requested herein is Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement

on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security,

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Motion, the Debtors seek entry of an order under Bankruptcy Rule 9019 authorizing and approving the Stipulation.

Basis For Relief

A. The Proposed Stipulation And Agreed Order

20. The Debtors and Flextronics International Asia-Pacific Ltd. and certain of its affiliates (collectively, "Flextronics") are parties to numerous purchase orders and/or

agreements (collectively, the "Agreements") pursuant to which Flextronics manufactures and supplies various products to the Debtors.

21. Prior to the Petition Date (as defined in the Stipulation), one or more of the Debtors owed Flextronics \$6,713,037 on account of products delivered to the Debtors prior to the Petition Date (the "Flextronics Prepetition Receivable") and Flextronics owed one or more of the Debtors \$5,884,967 on account of prepetition overpayments and price reductions (the "Flextronics Prepetition Payable"). Flextronics received payment under a guaranty provided by a foreign non-Debtor affiliate of the Debtors for pre-Petition Date amounts due to Flextronics under the Agreements (the "Guaranty Payments"), including of the Flextronics Prepetition Receivable.

22. Flextronics has agreed to pay the Flextronics Prepetition Payable to the Debtors pursuant to the Stipulation provided that, the respective setoff rights and defenses of Flextronics and the Debtors as they existed immediately prior to the Petition Date are preserved. The principal terms of the Stipulation are as follows:⁶

a. Flextronics will pay the Flextronics Prepetition Payable to the Debtors within five business days of the Effective Date (as defined in the Stipulation).

b. As adequate protection for any setoff rights Flextronics may have with respect to the Flextronics Prepetition Payable in the event that Flextronics must return any portion of the Guaranty Payments, Flextronics will be entitled to exercise its prepetition setoff rights, if any, against any postpetition payables owing to the Debtors and Flextronics will be entitled to the adequate protection as provided at paragraph 18 of the Final DIP Financing Order, dated October 28, 2005, which sets forth procedures for parties seeking to exercise and/or preserve their setoff rights. Such exercise, if any, by Flextronics shall for all purposes be treated as if Flextronics had not made any payments to the Debtors with respect to the Flextronics Prepetition Payables. Further, in the event that Flextronics has no postpetition payables owing to, or to be owing to, the Debtors against which to exercise any unresolved setoff rights, the Debtors shall pay Flextronics an amount equal to its setoff right up to the Flextronics Prepetition Payable within ten

⁶ The following summary is included for convenience and is subject in all respects to the terms of the Stipulation.

business days of the effective date of a plan of reorganization in the Debtors' chapter 11 cases.

c. If Flextronics disgorges any portion of the Guaranty Payments, Flextronics will have a claim against the Debtors in the amount of such disgorged amount and Flextronics' setoff rights with respect to such disgorged amount will be preserved and will in no way be prejudiced as a result of Flextronics payment of the Flextronics Prepetition Payable to the Debtors.

Applicable Authority

23. By this Motion, the Debtors respectfully request the entry of an order under Rule 9019(a) of the Bankruptcy Rules approving the Settlement Agreement. Bankruptcy Rule 9019 provides, in relevant part, that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Bankruptcy Rule 9019(a). Settlements and compromises are "a normal part of the process of reorganization," Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting Case v. L.A. Lumber Prods. Co., 308 U.S. 106, 130 (1939)); see also In re Adelphia Communications Corp., 327 B.R. 143, 159 (decision to accept or reject a settlement lies within sound discretion of bankruptcy court), adhered to on reconsideration, 327 B.R. 175 (Bankr. S.D.N.Y. 2005).

24. Approval of a compromise under Bankruptcy Rule 9019(a) is appropriate when the compromise is fair and equitable and is in the best interests of a debtor's estate. See, e.g., TMT Trailer Ferry, 390 U.S. at 424; Adelphia, 327 B.R. at 159 ("The settlement need not be the best that the debtor could have obtained. Rather, the settlement must fall 'within the reasonable range of litigation possibilities.'") (citations omitted) (quoting In re Penn Centr. Transp. Co., 596 F.2d 1102, 1114 (3d Cir. 1979); Nellis v. Shugrue, 165 B.R. 115, 121 (S.D.N.Y. 1994) ("The obligation of the bankruptcy court is to determine whether a settlement is in the best interest of an estate before approving it.")). In general, compromises in the bankruptcy

context should be approved unless they "fall below the lowest point in the range of reasonableness." Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir. 1983) (citation omitted).

25. The Supreme Court in TMT Trailer Ferry set forth the following factors that courts should consider in determining whether a proposed settlement or compromise is in the best interests of a debtor's estate: (a) the probability of the debtor's success in the litigation, (b) the difficulties associated with collection, (c) the complexity of the litigation, and the attendant expense, inconvenience, and delay, and (d) the paramount interests of the estate's creditors.

TMT Trailer Ferry, 390 U.S. at 424-25; see also Nellis, 165 B.R. at 122; Fry's Metals, Inc. v. Gibbons (In re RFE Indus., Inc.), 283 F.3d 159, 165 (3d Cir. 2002).

26. Courts in this district have further elaborated on these factors to consider: (a) the balance between the likelihood of plaintiff's or defendants' success should the case go to trial vis-à-vis the concrete present and future benefits held forth by the settlement without the expense and delay of a trial and subsequent appellate procedures, (b) the prospect of complex and protracted litigation if the settlement is not approved, (c) the proportion of the class members who do not object or who affirmatively support the proposed settlement, (d) the competency and experience of counsel who support the settlement, (e) the relative benefits to be received by individuals or groups within the class, (f) the nature and breadth of releases to be obtained by the directors and officers as a result of the settlement, and (g) the extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion. Adelphia, 327 B.R. at 159-60; accord In re Texaco Inc., 84 B.R. 893, 902 (Bankr. S.D.N.Y. 1988).

27. The bankruptcy court need not determine that all of the foregoing criteria favor approval of a compromise, and the proposed compromise need not be the best agreement

that the debtor could have achieved under the circumstances. See Adelphia, 327 B.R. at 159-60; see also Penn Centr., 596 F.2d at 1114. Instead, the court's proper "role is to determine whether the settlement as a whole is fair and equitable," In re Lee Way Holding Co., 120 B.R. 881, 890 (Bankr. S.D. Ohio 1990), and falls "'within the reasonable range of litigation possibilities.'" In re Telesphere Communications, Inc., 179 B.R. 544, 553 (Bankr. N.D. Ill. 1994) (citation omitted). To that end, courts should not substitute their own judgment for that of the debtor, but rather should "'canvass the issues'" to affirm that the proposed settlement falls above "'the lowest point in the range of reasonableness.'" Adelphia, 327 B.R. at 159 (quoting W.T. Grant Co., 699 F.2d at 608); accord Airline Pilots Ass'n, Int'l v. Am. Nat'l Bank & Trust Co. (In re Ionosphere Clubs, Inc.), 156 B.R. 414, 426 (S.D.N.Y. 1993), aff'd sub nom. Sobchack v. Am. Nat'l Bank & Trust Co., 17 F.3d 600 (2d Cir. 1994).

28. The Stipulation between the Debtors and Flextronics should be approved under Bankruptcy Rule 9019(a) because its terms are fair and equitable, fall well within the range of reasonableness, and are in the best interests of the Debtors and their estates. Most significantly, the Stipulation provides for the payment by Flextronics of the Flextronics Prepetition Payable in the amount of \$5,884,967, which will give the Debtors access to additional working capital to fund their operations. In addition, the Debtors believe that the Stipulation is a reasonable compromise under the circumstances because it avoids the costs and uncertainties of litigation while preserving the positive working relationship between the Debtors and Flextronics. Finally, the Debtors note that the Creditors' Committee has approved the terms of the Stipulation.

29. In the exercise of their business judgment, the Debtors therefore believe that the terms of the Stipulation are reasonable based upon the funds and other important benefits that the Debtors will receive. Based on the benefits to be realized from entering into the

Stipulation, together with the potential harm to the estates if the relief requested herein is not granted, the Debtors respectfully request that the Motion be granted.

Notice Of Motion

30. Notice of this Motion has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (Docket No. 3293). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

31. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) authorizing and approving the Stipulation and (b) granting them such other and further relief as is just.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

**Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.**

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Delphi Legal Information Website:
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- X

NOTICE OF MOTION TO APPROVE STIPULATION AND AGREED
ORDER BETWEEN DELPHI CORPORATION, ET AL. AND FLEXTRONICS
INTERNATIONAL ASIA-PACIFIC LTD., ET AL. REGARDING ADEQUATE
PROTECTION OF PREPETITION SETOFF RIGHTS

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases, filed a Motion To Approve Stipulation And Agreed Order Between Delphi Corporation, Et Al. And Flextronics International Asia-Pacific Ltd., Et Al. Regarding Adequate Protection Of Prepetition Setoff Rights (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York, 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion (a) must be in writing, (b) must conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York and the Third Supplemental Order Under 11 U.S.C. §§ 102 (1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, And Administrative Procedures (the "Third Supplemental Case Management Order") (Docket No. 3293), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) must

be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the Debtors' postpetition credit facility, Davis Polk & Wardell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the official committee of unsecured creditors, Latham & Watkins, 885 Third Avenue, New York, New York, 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), and (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time)** on **May 5, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

STIPULATION AND AGREED ORDER BETWEEN DELPHI
CORPORATION, ET AL. AND FLEXTRONICS INTERNATIONAL
ASIA-PACIFIC LTD, ET AL. REGARDING ADEQUATE
PROTECTION OF PREPETITION SETOFF RIGHTS

WHEREAS, on October 8, 2005 (the "Initial Filing Date"), Delphi Corporation ("Delphi") and certain of its U.S. subsidiaries (the "Initial Filers") filed voluntary petitions for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and

WHEREAS, on October 14, 2005, three additional U.S. subsidiaries of Delphi (together with the Initial Filers, collectively, the "Debtors") filed voluntary petitions in the Bankruptcy Court for reorganization relief under the Bankruptcy Code; and

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, the Bankruptcy Court entered orders directing the joint administration of the Debtors' chapter 11 cases (Docket Nos. 28 and 404); and

WHEREAS, on October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors; and

WHEREAS, no trustee or examiner has been appointed in the Debtors' cases; and

WHEREAS, the Bankruptcy Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2); and

WHEREAS, on October 28, 2005, the Bankruptcy Court entered a final order authorizing the Debtors to, among other things, obtain postpetition financing, utilize cash collateral, and grant adequate protection to prepetition secured parties (the "Final DIP Order"); and

WHEREAS, the Debtors and Flextronics International Asia-Pacific Ltd. and certain of its affiliates (collectively, "Flextronics" and together with the Debtors, the "Parties") are parties to numerous purchase orders and/or agreements (collectively, the "Agreements") pursuant to which Flextronics manufactures and supplies various products to the Debtors; and

WHEREAS, Flextronics has received payments (including of the Flextronics Pre-Petition Receivable (as defined below)) under a guaranty provided by a foreign non-Debtor affiliate of the Debtors for pre-Initial Filing Date amounts due to Flextronics under the Agreements (the "Guaranty Payments"); and

WHEREAS, prior to the Petition Date, one or more of the Debtors owed Flextronics \$6,713,037 on account of products delivered to the Debtors prior to the Initial Filing Date (the "Flextronics Prepetition Receivable") and Flextronics owes one or more of the Debtors \$5,884,967 in total on account of prepetition overpayments and price reductions (the "Flextronics Prepetition Payable"); and

WHEREAS, Flextronics has agreed to pay the Flextronics Prepetition Payable to the Debtors pursuant to this stipulation (the "Stipulation") preserving the respective rights of Flextronics and the Debtors as they existed immediately prior to the Initial Filing Date; and

NOW, THEREFORE, in consideration of the foregoing, the Parties hereto hereby stipulate and agree as follows:

1. Flextronics agrees to pay the Flextronics Prepetition Payable to the Debtors within five (5) business days of the Effective Date (as defined below). As adequate protection for any setoff rights Flextronics may have with respect to the Flextronics' Prepetition Payables in the event Flextronics must return any portion of the Guaranty Payments, the Debtors agree that Flextronics shall be entitled to exercise its prepetition setoff rights, if any, against any postpetition payables owing to the Debtors and that Flextronics shall be entitled to the adequate protection provided in the Final DIP Order to parties who have not exercised their setoff rights. Such exercise, if any, by Flextronics shall for all purposes be treated as if Flextronics had not made any payments to the Debtors with respect to the Flextronics Prepetition Payable. Further, in the event that Flextronics has no postpetition payables owing to, or to be owing to, the Debtors against which to exercise any unresolved setoff rights, the Debtors shall pay Flextronics an amount equal to its setoff right up to the Flextronics Prepetition Payable within ten (10) business days of the effective date of a plan of reorganization in the Debtors' chapter 11 cases.

2. The Parties agree that in the event that Flextronics has to disgorge any portion of the Guaranty Payments, Flextronics shall have a claim against the Debtors in the amount of such disgorged amount and Flextronics' setoff rights with respect to such disgorged amount shall be preserved and shall in no way be prejudiced as a result of Flextronics payment of the Flextronics Prepetition Payable to the Debtors.

3. Nothing contained herein constitutes any waiver of any right of the Debtors or any other party-in-interest to examine and/or object to any setoff right exercised by Flextronics with respect to any postpetition payable, and that the Parties retain all of their other rights, claims, and defenses with respect to any setoff right exercised by Flextronics.

4. This Stipulation shall not be modified, amended, or terminated, nor any of its provisions waived, except by an agreement in writing signed by all of the Parties.

5. The covenants, agreements, terms, provisions, and conditions contained in this Stipulation shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, predecessors, successors, and assigns, including any trustee appointed in these chapter 11 cases.

6. It is expressly understood and agreed that the terms hereof, including the recital paragraphs, are contractual; that the agreement herein contained and the consideration transferred hereunder is to compromise the Demand and to avoid litigation; and that no statement made herein, payment, release, or other consideration given shall be construed as an admission by the Parties of any kind or nature whatsoever.

7. This Stipulation constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

8. The signatories below represent that they are authorized to enter into this Stipulation.

9. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. This Stipulation constitutes an agreement between the Parties hereto and shall be effective immediately upon its approval by the Bankruptcy Court and its entry on the docket; provided, that no objection to, or appeal of, this Stipulation has been filed (the "Effective Date").

[concluded on following page]

11. The Bankruptcy Court shall retain original and exclusive jurisdiction over the Parties to interpret and enforce the terms of this Stipulation and to resolve any disputes in connection herewith.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Asia-Pacific Ltd.

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Counsel to the Official Committee of Unsecured
Creditors, et al.

SO ORDERED this ____ day of
May 2006 in New York, New York

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT J

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Delphi Legal Information Website:
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	x
	:
In re	: Chapter 11
	:
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
	:
	: (Jointly Administered)
Debtors.	:
	x

EX PARTE MOTION UNDER BANKRUPTCY CODE SECTION 107(b)
AND FED. R. BANKR. P. 9018(1) FOR ORDER AUTHORIZING DEBTORS
TO FILE UNDER SEAL PORTIONS OF MOTION FOR ORDER UNDER FED. R. BANKR.
P. 9019 AUTHORIZING AND APPROVING LICENSE AGREEMENT WITH DENSO
CORPORATION IN SETTLEMENT OF PATENT INFRINGEMENT LITIGATION

("DENSO SETTLEMENT UNDER SEAL MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this ex parte motion (the "Motion") For Order Under 11 U.S.C. § 107(b) And Fed. R. Bankr. P. 9018(1) For Order Authorizing Debtors To File Under Seal Portions Of Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving License Agreement With Denso Corporation In Settlement Of Patent Infringement Litigation (the "Denso Settlement Motion"). In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are 11 U.S.C. § 107(b) and Rule 9018 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. The Confidential Information

5. Since April 2002, Denso and the Debtors have been involved in patent disputes and patent litigation relating to gasoline engine management systems ("Gasoline EMS"), the systems and technologies used to control engines that operate on gasoline, based on Delphi's manufacture and sale of certain gasoline engine control units. Delphi and Denso have conducted negotiations over the past four years to resolve these disputes, which resulted in the parties entering into the License Agreement.¹

6. The Debtors submit that certain information contained in the License Agreement and the terms of the settlement between the parties reflected in the License Agreement and disclosed in the Denso Settlement Motion (together, the "Confidential Materials") is sensitive, confidential commercial information. Accordingly, the Debtors have agreed with Denso to seek authority to file the Confidential Materials under seal and to provide for only limited disclosure and service of such materials.

Relief Requested

7. By this Motion, the Debtors seek entry of an order, pursuant to section 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018(1), authorizing the Debtors to file the Confidential Materials under seal in the Debtors' cases to maintain the confidentiality of the information contained in those materials to the extent not already described and disclosed in the Denso Settlement Motion.

¹ Capitalized terms used but not defined herein have the meanings given to them in the Denso Settlement Motion.

8. The Confidential Materials are comprised of highly sensitive and confidential information regarding the terms on which the parties have agreed to settle the longstanding patent litigation regarding Gasoline EMS. The Confidential Materials also contain detailed proprietary information describing the ongoing business relationship between the parties, which the parties believe to be highly sensitive and confidential information not typically disclosed to the public or made available in the industry, including patents and technical information pertaining to Gasoline EMS. It is, therefore, of the utmost importance to the Debtors and Denso that the details of the License Agreement and settlement set forth in the Confidential Materials be kept confidential so that competitors may not use the information contained therein to gain a strategic advantage over the parties in the marketplace.

9. Finally, disclosure of the Confidential Materials is not necessary for the protection of the public, creditors of the Debtors, or third parties, because (a) the Denso Settlement Motion is subject to this Court's approval in any case and (b) the Debtors are prepared to provide unredacted copies of the Denso Settlement Motion to certain significant parties-in-interest in these cases as described in the immediately following paragraph.

10. The Debtors propose that the Confidential Materials (and any confidential information derived from the Confidential Materials) remain confidential, be filed under seal, and be served on and made available only to (a) the United States Trustee for the Southern District of New York, (b) counsel to the Creditors' Committee, and (c) such other parties as ordered by this Court or agreed to by the Debtors and Denso.

Applicable Authority

11. Section 107(b) of the Bankruptcy Code provides bankruptcy courts with the power to issue orders that will protect entities from potential harm that may result from the disclosure of certain confidential information. That section provides, in relevant part:

On request of a party in interest, the bankruptcy court shall . . . --

- (1) protect an entity with respect to a trade secret or confidential research, development, or commercial information

12. Thus, Bankruptcy Rule 9018 defines the procedures by which a party may move for relief under the section 107(b) of the Bankruptcy Code, and provides that "[o]n motion, or on its own initiative, with or without notice, the court may make any order which justice requires (1) to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information." Fed. R. Bankr. P. 9018.

13. The Second Circuit has held that section 107(b) and Bankruptcy Rule 9018 do "not require that commercial information be the equivalent of a trade secret before protecting such information." Video Software Dealers Assoc. v. Orion Pictures Corp. (In re Orion Pictures Corp.), 21 F.3d 24, 28 (2d Cir. 1994). Indeed, this Court has stated that it "is required to grant that relief upon the motion of a party in interest, assuming the information is of the type listed in section 107(b)." In re Global Crossing Ltd., 295 B.R. 720, 723 (Bankr. S.D.N.Y. 2003). In addition, the Second Circuit has held that a party seeking the sealing of information is only required to show that the information is confidential and commercial, and no showing of "good cause" is necessary, although the Debtors have demonstrated that good cause does exist. Video Software Dealers Assoc., 21 F.3d at 28; see also In re Adelphia Communications Corp., Case No. 02-41729 (REG) (S.D.N.Y. June 25, 2002) (holding that fee information could be filed

under seal because it constituted confidential commercial information, the disclosure of which would be disadvantageous and harmful to debtors and to bank group).

14. As was true in Adelphia, the Debtors submit that the Confidential Materials that the Debtors seek to protect also contains sensitive commercial information, the disclosure of which would be harmful to the Debtors and their businesses. Accordingly, the Court should enter an order authorizing the Debtors to file the License Agreement and certain limited portions of the Denso Settlement Motion with the Court pursuant to General Order M-242 and sealed by the United States Bankruptcy Clerk for the Southern District of New York. The Debtors intend to file a redacted public version of the Motion which excludes the Confidential Materials.

Notice Of Motion

15. Notice of this Motion has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (Docket No. 3293). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary. The Debtors request that the Court grant the relief requested herein without the need for a hearing under 11 U.S.C. §102(1)(B) so that the Debtors may file the Denso Settlement Motion under seal on April 21, 2006.

Memorandum Of Law

16. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) authorizing the Debtors to file the Confidential Materials under seal and (b) granting them such other and further relief as is just.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
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John K. Lyons (JL 4951)
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- and -

By: /s/ Kayalyn A. Marafioti
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
-----x

ORDER UNDER BANKRUPTCY CODE SECTION 107(b)
AND FED. R. BANKR. P. 9018(1) FOR ORDER AUTHORIZING DEBTORS
TO FILE UNDER SEAL PORTIONS OF MOTION FOR ORDER UNDER FED. R. BANKR. P.
9019 AUTHORIZING AND APPROVING LICENSE AGREEMENT WITH DENSO
CORPORATION IN SETTLEMENT OF PATENT INFRINGEMENT LITIGATION

("DENSO SETTLEMENT UNDER SEAL ORDER")

Upon the motion, dated April 21, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") Under 11 U.S.C. § 107(b) And Fed. R. Bankr. P. 9018(1) For Order Authorizing Debtors To File Under Seal Portions Of Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving License Agreement With Denso Corporation ("Denso") In Settlement Of Patent Infringement Litigation (the "Denso Settlement Motion"); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.
2. The Debtors, pursuant to 11 U.S.C. § 107(b) and Federal Rule of

Bankruptcy Procedure 9018(1), are authorized to file certain information contained in the Denso Settlement Motion, i.e., the license agreement annexed to the Denso Settlement Motion and the financial terms of the settlement between the parties reflected in the license agreement and disclosed in the Denso Settlement Motion (together, the "Confidential Materials"), under seal.

3. The Confidential Materials (and any information derived from the Confidential Materials) shall remain confidential, be filed under seal, and shall be served on and made available only to (a) the United States Trustee for the Southern District of New York, (b) counsel to the Creditors' Committee, and (c) such other parties as ordered by this Court or agreed to by the Debtors and Denso.

4. Any pleadings filed in these cases that reference or disclose any of the information contained in the Confidential Materials shall be filed under seal and served only on those parties authorized to receive the Confidential Materials in accordance with this Order.

Dated: New York, New York
April ___, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT K

Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al. : Case No. 05-44481 (RDD)
:
: (Jointly Administered)
Debtors. :
----- X

MOTION FOR ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING
AND APPROVING STIPULATIONS AND SETTLEMENT AGREEMENTS
WITH CERTAIN DEFENDANTS IN IN RE ELECTRICAL CARBON
PRODUCTS ANTITRUST LITIGATION, MDL 1514

("ELECTRICAL CARBON SETTLEMENT MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Motion (the "Motion") For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving Stipulations And Settlement Agreements With Certain Defendants In In re Electrical Carbon Products Antitrust Litigation, MDL 1514. In particular, the Motion seeks the authority and approval for entering into settlement agreements with three sets of defendants: (a) The Morgan Crucible Company plc, Morganite Industries, Inc., Morganite, Inc., Morgan Advanced Materials and Technology, Inc., Morganite Electrical Carbon Ltd., and National Electrical Carbon Products, Inc. (collectively, the "Morgan Defendants"), (b) Ludwig Schunk Stiftung e.V., Schunk GmbH, Schunk Kohlenstoff-Technik GmbH, Schunk of North America, Inc., Schunk Graphite Technology LLC, Hoffmann & Co. Elektrokohle AG, and Hoffmann Carbon, Inc. (collectively, the "Schunk Defendants"), and (c) SGL Carbon AG and SGL Carbon, LLC (together, the "SGL Defendants," and together with the Morgan Defendants and the Schunk Defendants, the "Settling Defendants"). In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicate for the relief requested herein is Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those

discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

filings of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Motion, the Debtors seek entry of an order under Bankruptcy Rule 9019 authorizing and approving various separate stipulations and settlement agreements with the Settling Defendants.

Basis For Relief

A. Background To The Proposed Stipulations And Settlement Agreements

20. On November 4, 2002, the U.S. Department of Justice filed Informations⁶ against The Morgan Crucible Company plc ("Morgan Crucible") and its United States affiliate, Morganite, Inc., in the U.S. District Court for the Eastern District of Pennsylvania alleging illegal behavior in furtherance of a global conspiracy to suppress and eliminate competition by fixing the prices of Electrical Carbon Products.⁷ Both companies pled guilty to the charges and paid fines of \$1 million and \$10 million, respectively. Four Morgan executives – Ian P. Norris, Robin D. Emerson, Jacobus Johan Anton Kroef, and F. Scott Brown (collectively, the "Individual Defendants") – were also charged in connection with their role in the conspiracy. With the exception of Mr. Norris, who currently faces extradition from the United Kingdom, each of the Individual Defendants pled guilty, paid a fine, and served time in federal prison.

⁶ An "information," as defined in Fed. R. Crim. Proc. 7, is a criminal charging document.

⁷ "Electrical Carbon Products" includes, but is not limited to, carbon brushes, commutators, brush holders, and current collectors used in the manufacture of direct current electric motors, automotive applications, and other transit applications as well as consumer products; mechanical carbon products used in pump and compressor industries; and the blocks of carbon from which these products are made. Carbon brushes are used to transfer electrical current in direct current motors by acting as the rubbing contacts for electrical connectors in motors. Direct current motors are used in a variety of products including computers, consumer products, automobiles, battery operated electric vehicles, and public transit vehicles. Carbon collectors are used to transfer electrical current from wires or rails for use in transit vehicles that are not independently powered. Mechanical carbon products are sold primarily to pump seal manufacturers and are used in fluid handling markets for containing liquids in wear situations. The types of electrical and mechanical carbon products at issue include, but are not limited to, carbon current collectors, carbon brushes sold to original equipment manufacturers for automotive applications, traction transit carbon brushes, industrial carbon brushes for use in battery operated vehicles, carbon brushes sold to original equipment manufacturers for use in consumer products and industrial applications, and mechanical carbon products for use in pump and compressor industries.

Subsequently, on December 3, 2003, the European Commission adopted a decision and assessed fines totaling €101,440,000 against the Settling Defendants and others for their participation in the international Electrical Carbon Products price-fixing conspiracy. Finally, on July 16, 2004, Morgan Crucible and its Canadian affiliate, Morganite Canada Corporation, pled guilty and paid fines of Cdn \$550,000 and Cdn \$450,000, respectively, for their roles in implementing the Electrical Carbon Products price-fixing conspiracy in Canada.

21. Following announcement of the Electrical Carbon Products price-fixing investigations in the United States, the European Union, and Canada, a number of private antitrust class actions were filed in courts throughout the United States against the Settling Defendants; Le Carbone Lorraine S.A., Carbone Lorraine North America Corporation, and Carbone of America Industries Corporation (collectively, the "Carbone Defendants"); and C. Conradty Nuernberg GmbH ("Conradty," and together with the Settling Defendants and the Carbone Defendants, the "MDL Defendants"). The Debtors were not plaintiffs in any of these actions. Certain of these actions – the federal direct purchaser actions – were ultimately consolidated before the Honorable Jerome B. Simandle of the U.S. District Court for the District of New Jersey (the "MDL Court") in In re Electrical Carbon Products Antitrust Litigation, MDL No. 1514, Master Docket No. 03-CV-2182 (JBS) (the "MDL Proceeding").

22. Between August 11, 2004 and February 25, 2005, the class plaintiffs in the MDL Proceeding entered into settlement agreements with each of the MDL Defendants (the "MDL Settlements"). On May 11, 2005, the MDL Court entered an Order Granting Preliminary Approval of Proposed Settlements Between Class Plaintiffs and Settling Defendants. Shortly thereafter, notice of the MDL Settlements was forwarded to all class members. Delphi was a member of the settlement class.

23. On August 19, 2005, Delphi and thirteen other similarly situated companies (collectively, the "Plaintiffs"), believing that they might be able to obtain a greater recovery than as a member of the class by filing a separate lawsuit, requested exclusion from the settlement class in the MDL Proceeding. On September 23, 2005, the Plaintiffs, including Delphi, filed a complaint (the "Complaint") against the MDL Defendants thereby initiating an action in the U.S. District Court for the Eastern District of Michigan, Case No. 05-CV-73655 (the "Action"). The Complaint alleges that, during the time period of October 1988 through September 2001, the MDL Defendants engaged in a worldwide conspiracy, the purpose and effect of which was to fix, raise, maintain, and/or stabilize prices and to allocate markets and customers for Electrical Carbon Products sold in the United States, Europe, and elsewhere, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 and Sections 445.772 and 445.778 of the Michigan Antitrust Reform Act. Subsequently, on December 6, 2005, the Action was transferred to the MDL Court and consolidated in the MDL Proceeding.

24. Prior to the filing of the Action, Delphi settled and released its claims against the Morgan Defendants. Moreover, unlike the other Plaintiffs, Delphi elected not to bring suit against the Schunk Defendants. Thus, of the Settling Defendants, only the SGL Defendants were named as defendants by Delphi in the Action. Delphi did not make any purchases of Electrical Carbon Products from the SGL Defendants, but brought the action against the SGL Defendants on the basis of joint and several liability.

25. Shortly after the Action was transferred to the MDL Court, the Plaintiffs agreed to a request from the parties in the MDL Proceeding to participate in settlement negotiations with the MDL Defendants. After months of extensive arms' length negotiations under court supervision, the Plaintiffs entered into separate stipulations and settlement

agreements with each of the Settling Defendants. No such agreement was reached with the Carbone Defendants and Plaintiffs intend to pursue their claims against the Carbone Defendants.

B. The Proposed Stipulations And Settlement Agreements

26. The Plaintiffs entered into a stipulation and settlement agreement with the Morgan Defendants on February 11, 2006 (the "Morgan Settlement,"); with the Schunk Defendants on February 28, 2006 (the "Schunk Settlement"); and with the SGL Defendants on March 10, 2006 (the "SGL Settlement," and together with the Morgan Settlement and the Schunk Settlement, the "Settlements").

27. In general, the Settlements provide that the Plaintiffs will: (a) dismiss the Action against the Settling Defendants and the Individual Defendants with prejudice and without costs, (b) withdraw their requests to exclude themselves from the Morgan, Schunk, and SGL MDL Settlements, and (c) release and discharge the Settling Defendants from all non-Foreign Claims arising from the Electrical Carbon Products price-fixing conspiracy.⁸ In return, the Schunk Defendants have agreed to pay the Plaintiffs an additional aggregate sum; the Schunk and SGL Defendants have agreed to cooperate with the Plaintiffs in prosecuting the Action against the Carbone Defendants; and the Morgan and Schunk Defendants have agreed to toll, for a period of twelve months, the relevant statutes of limitation relating to the Plaintiffs' Foreign Claims. Additionally, as an inducement to Delphi and the other Plaintiffs to rejoin some of the

⁸ The Morgan Settlement defines "Foreign Claims" as "claims (i) based on allegations of an agreement among competitors with respect to the prices charged for Electrical Carbon Products manufactured and sold to the Plaintiffs by the Morgan Defendants outside of the United States of America during the period between October of 1988 and December of 1999; (ii) arising and asserted exclusively under the laws of jurisdiction(s) located outside of the territorial boundaries of the United States of America; and (iii) asserted exclusively in the courts of such non-U.S. jurisdiction(s)." The Schunk Settlement defines "Foreign Claims" as "any claim that relates to any purchase of Electrical Carbon Products by the Releasing Parties from any of the Released Parties, from a facility located outside of North America and the end delivery of which occurred outside of North America." The SGL Settlement defines "Foreign Claims" as "any claim that relates to any purchase of Electrical Carbon Products by the Releasing Parties from any of the Released Parties, from a facility located outside of the United States and the end delivery of which occurred outside of the United States."

class settlements, class counsel in the MDL Proceeding agreed to reduce their requested fees from the settlement funds by approximately \$900,000.

28. The Debtors' anticipated recovery from the Settlements will likely exceed \$1.1 million.⁹ Prior to filing the Action, the Debtors' last settlement demand to the Schunk Defendants was valued at approximately \$380,000. Thus, the Debtors' anticipated recovery as a result of the Settlements is nearly three times their last settlement demand. Moreover, the Debtors made no purchases from the SGL Defendants, but will share in the SGL Settlement.

Applicable Authority

29. By this Motion, the Debtors respectfully request the entry of an order under Rule 9019(a) of the Bankruptcy Rules approving the Stipulations and Settlement Agreements. Bankruptcy Rule 9019 provides, in relevant part, that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Bankruptcy Rule 9019(a). Settlements and compromises are "a normal part of the process of reorganization." Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting Case v. L.A. Lumber Prods. Co., 308 U.S. 106, 130 (1939)); see also In re Adelphia Communications Corp., 327 B.R. 143, 159 (decision to accept or reject a settlement lies within sound discretion of bankruptcy court), adhered to on reconsideration, 327 B.R. 175 (Bankr. S.D.N.Y. 2005).

30. Approval of a compromise under Bankruptcy Rule 9019(a) is appropriate when the compromise is fair and equitable and is in the best interests of a debtor's estate. See, e.g., TMT Trailer Ferry, 390 U.S. at 424; Adelphia, 327 B.R. at 159 ("The settlement need not be

⁹ This amount is based on counsel's best estimate of Delphi's anticipated recovery and does not include costs or attorneys' fees. The actual amount of Delphi's recovery will not be finalized until all claims are processed by the claims administrator.

the best that the debtor could have obtained. Rather, the settlement must fall 'within the reasonable range of litigation possibilities.'") (citations omitted) (quoting In re Penn Centr. Transp. Co., 596 F.2d 1102, 1114 (3d Cir. 1979); Nellis v. Shugrue, 165 B.R. 115, 121 (S.D.N.Y. 1994) ("The obligation of the bankruptcy court is to determine whether a settlement is in the best interest of an estate before approving it."). In general, compromises in the bankruptcy context should be approved unless they "fall below the lowest point in the range of reasonableness." Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir. 1983) (citation omitted).

31. The Supreme Court in TMT Trailer Ferry set forth the following factors that courts should consider in determining whether a proposed settlement or compromise is in the best interests of a debtor's estate: (a) the probability of the debtor's success in the litigation, (b) the difficulties associated with collection, (c) the complexity of the litigation, and the attendant expense, inconvenience, and delay, and (d) the paramount interests of the estate's creditors. TMT Trailer Ferry, 390 U.S. at 424-25; see also Nellis, 165 B.R. at 122; Fry's Metals, Inc. v. Gibbons (In re RFE Indus., Inc.), 283 F.3d 159, 165 (3d Cir. 2002).

32. Courts in this district have further elaborated on these factors to consider: (a) the balance between the likelihood of plaintiff's or defendants' success should the case go to trial vis-à-vis the concrete present and future benefits held forth by the settlement without the expense and delay of a trial and subsequent appellate procedures, (b) the prospect of complex and protracted litigation if the settlement is not approved, (c) the proportion of the class members who do not object or who affirmatively support the proposed settlement, (d) the competency and experience of counsel who support the settlement, (e) the relative benefits to be received by individuals or groups within the class, (f) the nature and breadth of releases to be obtained by the directors and officers as a result of the settlement, and (g) the extent to which the settlement is

truly the product of arms-length bargaining, and not of fraud or collusion. Adelphia, 327 B.R. at 159-60; accord In re Texaco Inc., 84 B.R. 893, 902 (Bankr. S.D.N.Y. 1988).

33. The bankruptcy court need not determine that all of the foregoing criteria favor approval of a compromise, and the proposed compromise need not be the best agreement that the debtor could have achieved under the circumstances. See Adelphia, 327 B.R. at 159-60; see also Penn Centr., 596 F.2d at 1114. Instead, the court's proper "role is to determine whether the settlement as a whole is fair and equitable," In re Lee Way Holding Co., 120 B.R. 881, 890 (Bankr. S.D. Ohio 1990), and falls "'within the reasonable range of litigation possibilities.'" In re Telesphere Communications, Inc., 179 B.R. 544, 553 (Bankr. N.D. Ill. 1994) (citation omitted). To that end, courts should not substitute their own judgment for that of the debtor, but rather should "'canvass the issues'" to affirm that the proposed settlement falls above "'the lowest point in the range of reasonableness.'" Adelphia, 327 B.R. at 159 (quoting W.T. Grant Co., 699 F.2d at 608); accord Airline Pilots Ass'n, Int'l v. Am. Nat'l Bank & Trust Co. (In re Ionosphere Clubs, Inc.), 156 B.R. 414, 426 (S.D.N.Y. 1993), aff'd sub nom. Sobchack v. Am. Nat'l Bank & Trust Co., 17 F.3d 600 (2d Cir. 1994).

34. Antitrust litigation, like the Action, frequently involves "voluminous documentary and testimonial evidence, extensive discovery, complicated legal, factual, and technical (particularly economic) questions, numerous parties and attorneys, and substantial sums of money." Manual for Complex Litigation (Fourth) § 30 (2004); see also In re Shopping Carts Antitrust Litigation, MDL No. 451, 1983 WL 1950, at *7 (S.D.N.Y. 1983) ("antitrust price fixing actions are generally complex, expensive and lengthy") (citing City of Detroit v. Grinnell Corp., 495 F. 2d 448, 467-68 (2d Cir. 1974)). The Electrical Carbon Products antitrust litigation, which involves allegations of a decade-long international price-fixing conspiracy, is even more complex than typical antitrust litigation. In the MDL Proceeding, several foreign defendants

raised subject matter jurisdiction challenges that have not finally been resolved. The MDL Defendants also raised a statute of limitations defense for a portion of the damages period. Although the MDL Court denied these challenges, it held that fraudulent concealment remains an element that must be proven at trial to finally defeat the statute of limitations defense. The Settling Defendants would likely also challenge federal antitrust jurisdiction over certain of the foreign purchases made by Delphi and the other Plaintiffs. Other contentious issues in the Action would likely include market definition, the Plaintiffs' theory on liability, and the Plaintiffs' ability to prove damages.

35. The Settlements will provide the Debtors with a substantial recovery for a portion of their claims and will decrease the complexity, length, and cost of the continuing litigation relating to the Electrical Carbon Products price-fixing conspiracy, while at the same time increasing the Debtors' probability of success against the non-settling Carbone Defendants in such litigation. First, as a result of the Settlements, the Debtors will only have to litigate against the Carbone Defendants in federal court, rather than conduct a multiple-front litigation against all of the MDL Defendants. Second, the Settlements require the Schunk and SGL Defendants to take affirmative steps to assist the Debtors in their suit against the Carbone Defendants. In addition, the Debtors, benefiting from arguments and theories bolstered by evidence and expertise provided by the Schunk and SGL Defendants, will be able to focus their attention on rebutting the defenses asserted by the Carbon Defendants and on proving the Debtors' claims against the Carbone Defendants.

36. Absent the Settlement, the Debtors would likely face a number of difficulties with collection if the litigation moved forward against the Settling Defendants. As explained above, the Debtors previously released their claims against the Morgan Defendants and elected not to sue the Schunk Defendants. In any event, the Debtors would be prevented

from seeking treble damages or joint and several liability against the Schunk Defendants because the Schunk Defendants received amnesty from the Department of Justice. Moreover, as is discussed above, the foreign parents of the Settling Defendants will likely resist jurisdiction in the courts of the United States and challenge collection efforts. Any one of these factors could jeopardize the Debtors' ability to recover their damages.

37. The creditors of the Debtors will also benefit from the Settlements. First, as a result of negotiations between class counsel and antitrust counsel for the Debtors, class counsel agreed to reduce their requested attorneys' fees by approximately \$900,000. This amount will instead be included in the settlement fund that will now be used to compensate all class members, including the Debtors, for the damages they incurred. Second, the Debtors' recovery under the Settlements from the three Settling Defendants is substantial. The Debtors previously settled with the Morgan Defendants and made no purchases from the SGL Defendants. The Debtors' purchases from the Schunk Defendants (the third Settling Defendant) amounted to approximately \$2.3 million. Pursuant to the Settlements, the Debtors stand to recover approximately \$1.1 million from the Settling Defendants which represents a recovery of approximately 48% of their purchases from the Schunk Defendants. If the Debtors had remained in the settlement class in the MDL Proceedings, their recovery would have been approximately 4% of the aggregate amount of any purchases. Third, the Settlements allow for the potential of additional recovery from other parties. Under the federal antitrust laws, the Carbone Defendants, who are not settling defendants, remain jointly and severally liable for three times the Debtors' damages. The Debtors intend to pursue their claims against the Carbone Defendants in the Action. The Settlements have also been drafted in a manner that preserves the Debtors' right to bring a foreign action to seek additional damages from the Settling Defendants for purchases made outside the United States.

38. Accordingly, the Stipulations and Settlement Agreements are fair and equitable, fall well within the range of reasonableness, and represent a benefit to the Debtors' creditors and other parties-in-interest. For the reasons set forth above, the Court should approve the Stipulations and Settlement Agreements pursuant to Bankruptcy Rule 9019.

Notice Of Motion

39. Notice of this Motion has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (Docket No. 3293). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

40. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) authorizing and approving the Stipulations and Settlement Agreements and (b) granting them such other and further relief as is just.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

**Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.**

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- X

NOTICE OF MOTION FOR ORDER UNDER FED. R. BANKR. P. 9019
AUTHORIZING AND APPROVING STIPULATIONS AND SETTLEMENT
AGREEMENTS WITH CERTAIN DEFENDANTS IN IN RE ELECTRICAL
CARBON PRODUCTS ANTITRUST LITIGATION, MDL 1514

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases, filed a Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving Stipulations And Settlement Agreements With Certain Defendants In In Re Electrical Carbon Products Antitrust Litigation, MDL 1514 (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York, 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion (a) must be in writing, (b) must conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York and the Third Supplemental Order Under 11 U.S.C. §§ 102 (1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, And Administrative Procedures (the "Third Supplemental Case Management Order") (Docket No. 3293), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the

chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) must be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the Debtors' postpetition credit facility, Davis Polk & Wardell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the official committee of unsecured creditors, Latham & Watkins, 885 Third Avenue, New York, New York, 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), and (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time)** on **May 5, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al., :
: Debtors. : (Jointly Administered)
:
-----x

ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING
AND APPROVING STIPULATIONS AND SETTLEMENT AGREEMENTS
WITH CERTAIN DEFENDANTS IN IN RE ELECTRICAL CARBON
PRODUCTS ANTITRUST LITIGATION, MDL 1514

("ELECTRICAL CARBON SETTLEMENT ORDER")

Upon the motion, dated April 21, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") Under Fed. R. Bankr. P. 9019 Authorizing And Approving Stipulations And Settlement Agreements With Certain Defendants In In Re Electrical Carbon Products Antitrust Litigation, MDL 1514 (the "Stipulations and Settlement Agreements"); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Debtors' decision to enter into the Stipulations and Settlement Agreements is reasonable and appropriate under the circumstances and is approved.

2. The Debtors are hereby authorized to enter into the Stipulations and Settlement Agreements.

Dated: New York, New York
May ___, 2006

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT L

**Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.**

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<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
: (Jointly Administered)
Debtors. :
----- X

MOTION FOR ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING AND
APPROVING LICENSE AGREEMENT WITH DENSO CORPORATION IN
SETTLEMENT OF PATENT INFRINGEMENT LITIGATION

("DENSO SETTLEMENT MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this motion (the "Motion") for an order under Fed. R. Bankr. P. 9019 authorizing and approving the Debtors' entry into that certain License Agreement entered into by and among Delphi, Delphi Automotive Systems LLC ("DAS LLC"), Delphi Technologies, Inc. ("Delphi Technologies"), and Denso Corporation ("Denso"), which settles a patent infringement lawsuit between Denso and Delphi and DAS LLC. In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein is Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers

¹ The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees. This special hourly attrition program could provide as many as 18,000

of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Motion, the Debtors seek entry of an order under Bankruptcy Rule 9019 authorizing and approving the Debtors' entry into that certain License Agreement entered into by and among Delphi, DAS LLC, Delphi Technologies, and Denso, which settles a patent infringement lawsuit between Denso and Delphi and DAS LLC.

Basis For Relief

A. Background To Proposed Settlement

20. In March 2002, Denso, a Japanese corporation, alleged that Delphi was infringing several of Denso's patents relating to gasoline engine management system ("Gasoline EMS"), the systems and technologies used to control engines that operate on gasoline, based on Delphi's manufacture and sale of certain gasoline engine control units.

21. Delphi and Denso have conducted negotiations over the past four years to resolve this dispute. On July 11, 2005, Denso filed a complaint against Delphi and DAS LLC in the U.S. District Court for the District of Delaware alleging infringement of three of Denso's thermostat diagnostic patents relating to Gasoline EMS. This litigation, entitled Denso Corporation v. Delphi Corporation and Delphi Automotive Systems LLC, Civil Action No. 05-481 (SLR) (D. Del.) (the "Denso Action"), has been stayed as a result of the filing of these chapter 11 cases.

B. Proposed License Agreement

22. Delphi and Denso continued to engage in negotiations following the filing of the Denso Action and during the last several months they have negotiated the terms of the License Agreement to resolve this dispute. In the exercise of their business judgment and to avoid the costs, delay, and uncertainty of litigation, the Debtors have agreed to settle the Denso Action under the terms of the License Agreement.

23. Under the License Agreement, substantially in the form attached hereto under seal,⁶ the parties each obtain valuable rights from and provide valuable releases to each other. Denso will release Delphi from Denso's claims as set forth in the Denso Action and

⁶ The terms of the License Agreement are highly confidential and were filed under seal with the Court.

Delphi will release Denso from Delphi's claims arising from any affirmative defenses or counterclaims directly related to Denso's claims in the Denso Action; Delphi obtains a license under 21 Denso Gasoline EMS U.S. patents (including all related U.S. and foreign patents) as well as an option to designate two additional existing Denso Gasoline EMS patents for inclusion under the License Agreement, for Delphi's use in its future pursuit of business (these patents would be valuable to Delphi); Denso obtains a license for up to seven existing Delphi Gasoline EMS patents; and, in addition, Delphi will pay Denso the sum of \$ (the "Settlement Payment"). Due to the substantial cost of patent litigation, if Denso were to pursue the Denso Action, Delphi's litigation costs alone could approach the amount of the Settlement Payment. Moreover, both Delphi and Denso have agreed to a five-year moratorium on any future charges of infringement of existing Gasoline EMS patents that are not the subject of this settlement.

24. The value of this settlement to the Debtors is substantial in light of the cost and uncertainty of litigation, the benefit of the additional patents option, and the fact that the Debtors will no longer be distracted by this costly litigation and the threat of further patent litigation and disputes with Denso during the moratorium with respect to existing Denso Gasoline EMS patents. The Debtors are in the midst of implementing their comprehensive transformation plan announced March 31, 2006. The Debtors' management is consumed with this process at this time and will be throughout the reorganization process. The Debtors are in no position to devote resources unnecessarily to matters, such as the Denso Action, that are not related to their core mission at this stage in the reorganization process: implementing the transformation plan and continuing to deliver high-quality products to customers globally. Thus, Delphi believes it would be prudent to make the Settlement Payment and to end the long-

standing dispute with Denso, which, if allowed to continue, could further impede the Debtors' reorganization efforts.

Applicable Authority

25. By this Motion, the Debtors respectfully request the entry of an order under Rule 9019(a) of the Bankruptcy Rules approving the License Agreement and the settlement terms contained therein. Bankruptcy Rule 9019 provides, in relevant part, that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Bankruptcy Rule 9019(a). Settlements and compromises are "a normal part of the process of reorganization," Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting Case v. L.A. Lumber Prods. Co., 308 U.S. 106, 130 (1939)); see also In re Adelphia Comm'n's Corp., 327 B.R. 143, 159 (decision to accept or reject a settlement lies within sound discretion of bankruptcy court), adhered to on reconsideration, 327 B.R. 175 (Bankr. S.D.N.Y. 2005).

26. Approval of a compromise under Bankruptcy Rule 9019(a) is appropriate when the compromise is fair and equitable and is in the best interests of a debtor's estate. See, e.g., TMT Trailer Ferry, 390 U.S. at 424; Adelphia Comm'n's, 327 B.R. at 159 ("The settlement need not be the best that the debtor could have obtained. Rather, the settlement must fall 'within the reasonable range of litigation possibilities.'") (citations omitted) (quoting In re Penn Centr. Transp. Co., 596 F.2d 1102, 1114 (3d Cir. 1979); Nellis v. Shugrue, 165 B.R. 115, 121 (S.D.N.Y. 1994) ("The obligation of the bankruptcy court is to determine whether a settlement is in the best interest of an estate before approving it."). In general, compromises in the bankruptcy context should be approved unless they "'fall below the lowest point in the range of

reasonableness.'" Cosoff v. Rodman (In re W.T. Grant Co.), 699 F.2d 599, 608 (2d Cir. 1983) (citation omitted).

27. The Supreme Court in TMT Trailer Ferry set forth the following factors that courts should consider in determining whether a proposed settlement or compromise is in the best interests of a debtor's estate: (a) the probability of the debtor's success in the litigation, (b) the difficulties associated with collection, (c) the complexity of the litigation, and the attendant expense, inconvenience, and delay, and (d) the paramount interests of the estate's creditors.

TMT Trailer Ferry, 390 U.S. at 424-25; see also Nellis, 165 B.R. at 122; Fry's Metals, Inc. v. Gibbons (In re RFE Indus., Inc.), 283 F.3d 159, 165 (3d Cir. 2002).

28. Courts in this district have further elaborated on these factors to consider: (a) the balance between the likelihood of plaintiff's or defendants' success should the case go to trial vis-à-vis the concrete present and future benefits held forth by the settlement without the expense and delay of a trial and subsequent appellate procedures, (b) the prospect of complex and protracted litigation if the settlement is not approved, (c) the proportion of the class members who do not object or who affirmatively support the proposed settlement, (d) the competency and experience of counsel who support the settlement, (e) the relative benefits to be received by individuals or groups within the class, (f) the nature and breadth of releases to be obtained by the directors and officers as a result of the settlement, and (g) the extent to which the settlement is truly the product of arms-length bargaining, and not of fraud or collusion. Adelphia Comm'ns, 327 B.R. at 159-60; accord In re Texaco Inc., 84 B.R. 893, 902 (Bankr. S.D.N.Y. 1988).

29. The bankruptcy court need not determine that all of the foregoing criteria favor approval of a compromise, and the proposed compromise need not be the best agreement that the debtor could have achieved under the circumstances. See Adelphia Comm'ns, 327 B.R.

at 159-60; see also Penn Centr., 596 F.2d at 1114. Instead, the court's proper "role is to determine whether the settlement as a whole is fair and equitable," In re Lee Way Holding Co., 120 B.R. 881, 890 (Bankr. S.D. Ohio 1990), and falls "within the reasonable range of litigation possibilities." In re Telesphere Comm'nns, Inc., 179 B.R. 544, 553 (Bankr. N.D. Ill. 1994) (citation omitted). To that end, courts should not substitute their own judgment for that of the debtor, but rather should "canvass the issues" to affirm that the proposed settlement falls above "the lowest point in the range of reasonableness." Adelphia Comm'nns, 327 B.R. at 159 (quoting W.T. Grant Co., 699 F.2d at 608); accord Airline Pilots Ass'n, Int'l v. Am. Nat'l Bank & Trust Co. (In re Ionosphere Clubs, Inc.), 156 B.R. 414, 426 (S.D.N.Y. 1993), aff'd sub nom. Sobchack v. Am. Nat'l Bank & Trust Co., 17 F.3d 600 (2d Cir. 1994).

30. The License Agreement, as it sets forth the terms of the settlement between the Debtors and Denso, should be approved under Bankruptcy Rule 9019(a) because its terms are fair and equitable, fall well within the range of reasonableness, and are in the best interests of the Debtors and their estates. Most significantly, the License Agreement provides for the immediate resolution of the Denso Action. The proposed settlement falls within the reasonable range of litigation possibilities. As is the case with any litigation, the outcome of Denso's patent infringement lawsuit is uncertain, and a trial on the merits would involve significant time and expense, as well as an administrative burden. Given the significant expense associated with patent litigation, Delphi's litigation costs to defend the Denso Action could approach the Settlement Payment being paid to Denso under the License Agreement. Thus, the Debtors believe that resolving Denso's lawsuit against Delphi pursuant to the terms of the License Agreement is a fair resolution of this matter, and in the best interest of the Debtors and their creditors.

31. Furthermore, Denso will grant to Delphi licenses for 21 Denso Gasoline EMS U.S. patents (including all related U.S. and foreign patents), with the option to designate two additional existing Denso Gasoline EMS patents for inclusion under the License Agreement. The Debtors believe that the terms of the settlement set forth in the License Agreement are a reasonable compromise under the circumstances because it avoids the costs and uncertainties of litigation while allowing the Debtors to license certain Denso Gasoline EMS patents.

32. In the exercise of their business judgment, the Debtors therefore believe that the terms of the License Agreement are reasonable based upon important benefits that the Debtors will receive. Based on the benefits to be realized from entering into the License Agreement, together with the potential harm to the estates if the relief requested herein is not granted, the Debtors respectfully request that the motion be granted.

Notice Of Motion

33. Notice of this Motion has been provided in accordance with the Second Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on March 28, 2006 (Docket No. 2995). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

34. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) authorizing and approving the License Agreement and (b) granting them such other and further relief as is just.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

LICENSE AGREEMENT

(Filed Under Seal)

Hearing Date and Time: May 12, 2006 at 10:00 a.m.
Objection Deadline: May 5, 2006 at 4:00 p.m.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
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NOTICE OF MOTION FOR ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING
AND APPROVING LICENSE AGREEMENT WITH DENSO CORPORATION IN
SETTLEMENT OF PATENT INFRINGEMENT LITIGATION

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed a Motion For Order Under Fed. R. Bankr. P. 9019 Authorizing And Approving License Agreement With Denso Corporation In Settlement Of Patent Infringement Litigation (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (the "Third Supplemental Case Management Order") (Docket No. 3293), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100,

Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), and (vi) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time) on May 5, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By:/s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
-----x

ORDER UNDER FED. R. BANKR. P. 9019 AUTHORIZING AND APPROVING
LICENSE AGREEMENT WITH DENSO CORPORATION IN SETTLEMENT
OF PATENT INFRINGEMENT LITIGATION

("DENSO SETTLEMENT ORDER")

Upon the motion, dated April 21, 2006 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under Fed. R. Bankr. P. 9019 authorizing and approving that certain License Agreement by and among Delphi, Delphi Automotive Systems LLC ("DAS LLC"), Delphi Technologies, Inc., and Denso Corporation ("Denso"), which settles a patent infringement lawsuit between Denso and Delphi and DAS LLC; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.

2. The Debtors' decision to enter into the License Agreement is reasonable and appropriate under the circumstances and is approved.

3. The Debtors are hereby authorized to enter into the License Agreement.

Dated:] May ___, 2006

UNITED STATES BANKRUPTCY
JUDGE

EXHIBIT M

Presentment Date and Time: May 1, 2006 at 4:00 p.m.
Objection Deadline: May 1, 2006 at 2:00 p.m.

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John K. Lyons (JL 4951)
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International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05- 44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

NOTICE OF PRESENTMENT OF ORDER UNDER 11 U.S.C. §§ 327(e)
AND 1107(b) AND FED. R. BANKR. P. 2014 AUTHORIZING
EMPLOYMENT AND RETENTION OF PAGEMILL PARTNERS, LLC AS
FINANCIAL ADVISORS TO DEBTORS NUNC PRO TUNC TO MARCH 14, 2006

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases, filed the Application For An Order Under 11 U.S.C. §§ 327(e) And 1107(b) And Fed. R. Bankr. P. 2014 Authorizing The Employment And Retention Of Pagemill Partners, LLC As Financial Advisors To The Debtors, Nunc Pro Tunc To March 1, 2006 (the "Application," a copy of which is attached to this notice as Exhibit A).

PLEASE TAKE FURTHER NOTICE that if timely written objections are filed, served, and received in accordance with this notice, a hearing to consider approval of the Application will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that if no written objections to the Application are timely filed, served, and received, the order filed with the Application and attached to this notice as Exhibit B will be submitted for signature to the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004 on May 1, 2006 at 4:00 p.m. (Prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014

Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (the "Third Supplemental Case Management Order") (Docket No. 3293), and (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended), pursuant to which registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) PageMill Partners, LLC, 2475 Hanover Street, Palo Alto, California 94304 (Att'n: Milledge A. Hart), and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be received no later than **2:00 p.m. (Prevailing Eastern Time) on May 1, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Application are timely filed and served in accordance with the procedures set forth herein and in the Case Management Order, the Bankruptcy Court may enter an order granting the Application **without further notice.**

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
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John K. Lyons (JL 4951)
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Delphi Legal Information Website:
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al., :
: (Jointly Administered)
Debtors. :
----- X

APPLICATION FOR ORDER UNDER 11 U.S.C. §§ 327(a) AND 328
AND FED. R. BANKR. P. 2014 AUTHORIZING EMPLOYMENT AND
RETENTION OF PAGEMILL PARTNERS, LLC AS FINANCIAL
ADVISOR TO DEBTORS NUNC PRO TUNC TO MARCH 14, 2006

("PAGEMILL RETENTION APPLICATION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates,
debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"),
hereby submit this application (the "Application") for an order under 11 U.S.C. §§ 327(a) and
328 and Fed. R. Bankr. P. 2014 authorizing the employment and retention of Pagemill Partners,
LLC ("Pagemill") as a financial advisor to the Debtors, nunc pro tunc to March 14, 2006. In
support of this Application, the Debtors submit the Declaration of Milledge A. Hart executed on
March 30, 2006 (the "Hart Declaration"). In further support of this Application, the Debtors
respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are section 363(b) of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest

¹ The aggregated financial data used in this Application generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company

reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to

Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c) Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors'

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Application, the Debtors seek to employ and retain Pagemill as a financial advisor to the Debtors, effective as of March 14, 2006. Accordingly, the Debtors respectfully request the entry of an order under sections 327(a) and 328 of the Bankruptcy Code and Fed. R. Bankr. P 2014 authorizing the employment and retention of Pagemill as a financial advisor to the Debtors in accordance with the terms set forth in the letter agreement attached hereto as Exhibit 1 (the "Engagement Letter").

Services To Be Rendered

20. As set forth in further detail in the Engagement Letter and in the Hart Declaration, subject to the approval of this Court, Pagemill has agreed to provide the following services:

- (a) Collaborate with MobileAria, Inc. ("MobileAria"), one of the Debtors, to prepare descriptive materials, presentations, and develop a strategy for marketing MobileAria to potential acquirors;
- (b) Identify and evaluate strategic partners in cooperation with MobileAria;
- (c) Assist MobileAria in coordinating the material and information to be made available to prospective partners and the due diligence investigations;
- (d) Contact prospective partners approved in advance by MobileAria to determine their level of interest in a potential Transaction (as such term is defined in the Engagement Letter);
- (e) Evaluate the proposed terms and conditions of a potential Transaction, and make such other analyses and investigations as may be appropriate;
- (f) Advise MobileAria in the negotiation of all aspects of a proposed Transaction;
- (g) Present summaries to MobileAria's senior management and board of directors as requested by MobileAria; and
- (h) Provide declarations and live testimony to this Court as requested by MobileAria.

21. Subject to this Court's approval of the Application, Pagemill is willing to perform the services described in the Engagement Letter on the terms set forth therein.

22. Pagemill is aware that the Debtors have retained additional professionals in connection with these chapter 11 cases, including FTI Consulting, Inc. and Rothschild, Inc. The services to be provided by Pagemill under the Engagement Letter are not intended to duplicate the services of these or any other professionals retained by the Debtors in these chapter 11 cases, and Pagemill will make every effort to avoid duplicating the work performed by such other professionals.

Qualifications Of Pagemill

23. Pagemill, a technology-focused investment bank located in Silicon Valley in California, is a member of the National Association of Securities Dealers and the Securities Investor Protection Corporation. Pagemill provides financial advisory services in connection

with mergers and acquisitions, divestitures, private placements, and specialized financial services. The firm services both public and private companies, focusing on emerging and middle market transactions.

24. Pagemill and its professionals have extensive transaction experience with over 200 transactions successfully completed by its managing directors. Pagemill leverages its strong relationships with top tier venture capital, private equity, and law firms to maintain its strong deal flow.

Disinterestedness Of Professionals

25. The Hart Declaration contains information available to date on Pagemill's connections with other parties-in-interest, as required by Bankruptcy Rule 2014(a). Based on the information in the Hart Declaration, the Debtors submit that Pagemill and the professionals in the Pagemill firm are "disinterested persons," as that term is used in section 101(14) of the Bankruptcy Code, and are otherwise eligible to be retained under section 327(a) of the Bankruptcy Code.

Professional Compensation⁶

26. Subject to this Court's approval and pursuant to the terms and conditions of the Engagement Letter, the Debtor's have agreed to Pagemill's professional compensation as follows:

- (a) Engagement Fee: A non-refundable engagement fee of \$40,000 due upon approval of this Application;
- (b) Success Fee: In the case of the Transaction, a Success Fee equal to the sum of \$300,000 plus 1.5% of the Aggregate Value of the Transaction; and

⁶ Capitalized terms used this section but not defined herein shall have the meanings assigned to them in the Engagement Letter.

(c) Expenses: Reimbursement of Pagemill for all reasonable out-of-pocket, out of Bay Area travel expenses incurred by Pagemill in connection with the engagement.

27. The Debtors and Pagemill acknowledge and agree that (a) the hours worked, (b) the results achieved, and (c) the ultimate benefit to the Debtors of the work performed, in each case, in connection with the engagement, may be variable, and the Debtors and Pagemill have taken such factors into account in setting the fees under the Engagement Letter; provided, however, that with respect to the hours worked, Pagemill will devote whatever resources are required to fulfill the purposes of the engagement on a timely basis.

28. Pagemill intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with section 330(a) of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), the guidelines established by the Office of the United States Trustee, the Order Under 11 U.S.C. § 331 Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals, the Third Supplemental Order Under 11 U.S.C. Sections 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures entered by this Court on 4/20/06 (Docket No. 3293), and any other applicable orders of this Court. Consistent with its ordinary practice and the practice of financial advisors in other chapter 11 cases whose fee arrangements are typically not hours-based, Pagemill ordinarily does not maintain contemporaneous time records or conform to or provide a schedule of hourly rates for its professionals. Therefore, Pagemill requests that it be excused from compliance with such requirements.

29. The Debtors believe that Pagemill's fees are fair and reasonable in light of industry practice, market rates both inside and outside of chapter 11 cases, Pagemill's experience in reorganizations, and Pagemill's importance to these cases.

Indemnification

30. As more fully described in the Engagement Letter, if the Application is granted, the Debtors have agreed to indemnify and hold Pagemill harmless from liabilities arising out of or in connection with its retention by the Debtors except for any such liability for losses, claims, damages, or liabilities incurred by the Debtors that are finally judicially determined by a court of competent jurisdiction to have resulted primarily from have resulted from the bad faith, negligence, willful misconduct, or breach of fiduciary duty of Pagemill.

31. The Debtors request that the indemnification provisions contained in the Engagement Letter (the "Indemnification Provisions") be approved. The Indemnification Provisions are as follows:

- (a) In the event that Pagemill or any of its affiliates, their respective directors, officers, partners, agents, or employees, or any other person controlling Pagemill or any of its affiliates (collectively, "Indemnified Persons") becomes involved in any capacity in any action, claim, suit, investigation, or proceeding, actual or threatened, brought by or against any person, including stockholders of MobileAria, in connection with or as a result of the Engagement Letter or any matter referred to in the engagement, MobileAria will reimburse such Indemnified Person for its reasonable legal and other expenses (including without limitation the reasonable costs and expenses incurred in connection with investigation and preparation or enforcement of the engagement) incurred in connection therewith as such expenses are incurred (subject to disgorgement by the Indemnified Person to the extent any losses (defined below) are finally determined by a court or arbitral tribunal to have resulted from the bad faith, negligence, willful misconduct, or breach of fiduciary duty of Pagemill or any Indemnified Person in performing the engagement);
- (b) If indemnification is to be sought thereunder by an Indemnified Person, then such Indemnified Person will notify MobileAria of the commencement of any litigation, proceeding, or other action in respect thereof. Following such notification, MobileAria may elect in writing to

assume the defense of such litigation, proceeding, or other action (and costs related thereto) and, upon such election, MobileAria will not be liable for any legal costs subsequently incurred by such Indemnified Person unless (i) MobileAria has failed to provide legal counsel to such Indemnified Party in a timely manner or (ii) such Indemnified Person and MobileAria have concluded that (A) the representation of such Indemnified Person by legal counsel selected by MobileAria would be inappropriate due to actual or potential conflicts of interest or (B) there may be legal defenses available to such Indemnified Person that are different from or in addition to those available to MobileAria or any other Indemnified Person who is represented by such legal counsel. Nothing set forth herein will preclude any Indemnified Person from retaining its own counsel at its own expense.

- (c) No Indemnified Person seeking indemnification, reimbursement, or contribution under the Engagement Letter will, without MobileAria's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation, or proceeding referred to herein.
- (d) The reimbursement, indemnity, and contribution obligations of MobileAria under the terms of the Engagement Letter will be in addition to any liability which MobileAria may otherwise have, will extend upon the same terms and conditions to any affiliate of Pagemill and the partners, directors, agents, employees and controlling persons (if any), as the case may be, of Pagemill and any such affiliate, and will be binding on and inure to the benefit of any successors, assigns, heirs, and personal representatives of the MobileAria, Pagemill, any such affiliate, and any such person.

32. The Debtors and Pagemill believe that the Indemnification Provisions are customary and reasonable for financial advisory and investment banking engagements, both out-of-court and in chapter 11 cases. See United Artists Theater Co. v. Walton, 315 F.3d 217 (3d Cir. 2003); In re Acterna Corp., Case No. 03-12837 (Bankr. S.D.N.Y. Jun. 24, 2003); In re Joan & David Halpern, Inc., 248 B.R. 43 (Bankr. S.D.N.Y. 2000), aff'd, 2000 WL 1800690 (S.D.N.Y. 2000).

Termination

33. Pagemill's engagement will expire six months from the date of the Engagement Letter unless extended by mutual agreement in writing. Additionally, Pagemill's

engagement may be terminated at any time by written notice to the other party by either Pagemill or the Debtor; provided, however, that in the event of any termination of Pagemill's engagement thereunder by Pagemill, Pagemill will not be entitled to any Success Fee. In the event of any termination of Pagemill's engagement by the Debtor, Pagemill will continue to be entitled to the full amount of the Success Fee described above if at any time prior to the expiration of six months after any such termination, MobileAria consummates a Transaction (as such term is defined in the Engagement Letter), or enters into an agreement to consummate a Transaction (which Transaction is subsequently consummated) with a prospective acquirer. Within 30 days after any notice of termination of its engagement, Pagemill will (a) deliver to MobileAria a confirming list of all parties which have contacted or been contacted by Pagemill or which were contacted by or had contact with MobileAria and with whom direct discussions regarding a potential Transaction were held and (b) destroy certain materials as described in section 4 of the Engagement Letter. Additionally, the provisions of Section 2 through 8 of the Engagement Letter will survive any termination of the engagement.

Conclusion

34. For the foregoing reasons, the Debtors submit that the relief requested herein is in the best interest of the Debtors and their estates and creditors and should be approved.

Notice

35. Notice of this Application has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (Docket No. 3293). In

light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

36. Because the legal points and authorities upon which this Application relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) be deemed satisfied.

WHEREFORE, the Debtors respectfully request that this Court enter an order (a) authorizing the Debtors to employ and retain Pagemill as a financial advisor to perform the services set forth herein and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York
April 21, 2006

DELPHI CORPORATION, on behalf of itself and certain of its subsidiaries and affiliates, as Debtors and Debtors-in-Possession

By: /s/ Dr. Richard Lind
Name: Dr. Richard Lind
Title: MobileAria President

Exhibit 1

March 14, 2006

Personal & Confidential

Dr. Richard C. Lind
President
MobileAria, Inc.
800 W. El Camino Real, Suite 240
Mountain View, CA 94040

Re: Engagement of Pagemill Partners, LLC

Dear Richard:

This will confirm our understanding that MobileAria, Inc. as debtor in possession (the "Company") in that certain case under chapter 11 of title 11 of the United States Code designated as case no. 05-47474 consolidated for administrative purposes only with case no. 05-44481 (the "Case") pending before the United States Bankruptcy Court for the Southern District of New York (the "Court") has engaged Pagemill Partners, LLC, a California limited liability company ("Pagemill"), subject to obtaining the requisite Court approvals, to act as a financial advisor to the Company on the terms and conditions set forth in this letter (this "Engagement Letter").

Section 1. **Services to be Rendered.** In connection with this engagement, Pagemill shall, as appropriate.

- Collaborate with the Company to prepare descriptive materials, presentations, and develop a strategy for marketing the Company to potential acquirers.
- Identify and evaluate strategic partners in cooperation with the Company.
- Assist the Company in coordinating the materials and information to be made available to prospective partners and with due diligence investigations.
- Contact prospective partners approved in advanced by the Company to determine their level of interest in a potential Transaction.
- Evaluate the proposed terms and conditions of a potential Transaction, and make such other analyses and investigations as may be appropriate.
- Advise the Company in the negotiation of all aspects of a proposed Transaction.
- Present summaries to the Company's Senior Management and Board of Directors as requested by the Company.
- Provide declarations and live testimony to the Court as requested by the Company.

Section 2. **Compensation.**

- (a) **Engagement Fee:** Company shall pay Pagemill an engagement fee of \$40,000 due upon approval of the Pagemill retention application and which shall be separate from the Success Fee (as defined below).
- (b) **Success Fee:** Upon consummation of a Transaction with a Prospect, Pagemill will be due a Success Fee equal to the sum of \$300,000 plus 1.5 % of the Aggregate Value of the Transaction. The Success Fee shall be paid to Pagemill in cash via wire transfer on the day of the closing of the Transaction. No fees or expenses payable to any other party, including a financial advisor, either by the Company or by any other entity shall reduce or otherwise affect the fees payable to Pagemill.
- (c) **Expenses:** The Company shall reimburse Pagemill for all reasonable out-of-pocket, out of Bay Area travel expenses incurred by Pagemill in connection with this engagement. Invoices are due and payable upon receipt; provided however, that the Company shall not be obligated to reimburse Pagemill for legal or out of Bay Area travel expenses under this paragraph without the prior written consent of the Company.
- (d) **Fee Procedures:** Pagemill will request payment of its fees in accordance with the local bankruptcy rules for the Southern District of New York and the relevant administrative orders governing payment of professionals entered into by the Court in the case.

Section 3. **Definitions.**

- (a) The "Transaction" shall include, without limitation, (i) any transaction (whether in one or a series of transactions with one or more Prospects) whereby, directly or indirectly, a fifty percent or more equity interest in either the Company or all or substantially all the assets of the Company are acquired by one or more Prospects, or (ii) any merger with a Prospect; provided, however, that any transaction resulting in the liquidation of the Company or substantially all the assets of the Company under chapter 7 or chapter 11 of the United States Bankruptcy Code shall not be included within this definition.
- (b) "Aggregate Value" shall mean the sum of (i) the total amount received or receivable by the Company and/or its stockholders, other than normal employment terms and allowances for staff entitlements (severance payments) typically offered by the acquirer to employees and (ii) the assumption or payment of debt by the acquiring party, other than normal trade debt; both measured on the date of the signing of the definitive agreements related to the Transaction. In the event Aggregate Value includes securities without an established public trading market, the value of such securities for purposes of calculating the fee shall be

their fair market value, as the parties shall mutually agree prior to closing, using standard valuation methodologies. In the event Aggregate Value includes securities with an established public trading market, the value of such securities for purposes of calculating the fee shall be the average closing price of such securities over the ten (10) consecutive trading days up to and including the second trading day immediately preceding the date of the signing of the definitive agreements related to the Transaction.

In the event the Aggregate Value involved in the Transaction includes deferred or contingent payments (other than amounts withheld or held in escrow) or acquisition of additional stock or assets after the initial closing, the Company and Pagemill shall use their best efforts to mutually agree on their present value which shall be used for purposes of calculating the fee to be paid at closing; alternatively if the Company and Pagemill do not mutually agree on the present value, Pagemill shall receive its fee as the Company or its stockholders receive such deferred or contingent payments.

- (c) A "Prospect" is any prospective acquirer (other than Delphi Corporation or any of its affiliates) which, during the term of this engagement, contacts or is contacted by Pagemill or contacts or is contacted by the Company independently of Pagemill, and with which Pagemill or the Company holds direct, substantive discussions concerning a potential Transaction.

Section 4. Confidentiality. No advice rendered by Pagemill, whether formal or informal, may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without Pagemill's prior written consent, provided, however, Pagemill's advice may be disclosed to the Company's stockholders, the Court and any Court-appointed committee. In addition, neither Pagemill nor the terms of this engagement may be otherwise referred to without Pagemill's prior written consent. The obligations of the Company pursuant to this paragraph shall survive any expiration or termination of this Engagement Letter or Pagemill's engagement hereunder.

In connection with Pagemill's engagement, the Company shall cooperate fully with Pagemill in connection with its financial review and analysis and shall furnish Pagemill with all information concerning the Company which Pagemill reasonably deems appropriate and shall provide Pagemill with access to the Company's officers, directors, employees, accountants, counsel and other representatives (collectively, the "Representatives"), it being understood that Pagemill shall rely solely upon such information supplied by the Company and the Representatives without assuming any responsibility for independent investigation or verification thereof and that such Representatives agree to be bound by the terms of this Section 4. All non-public information concerning the Company, including the fact of a possible Transaction, which is given to Pagemill in connection with this engagement shall be used solely in the course of the performance of Pagemill's services hereunder and shall be treated confidentially by Pagemill for so long as it remains non-public. Except as otherwise required by law or

regulatory authority, Pagemill shall not disclose this information to a third party without the consent of the Company and confirmation that such third party has executed a confidentiality agreement.

Section 5. **Termination.** Pagemill's engagement shall commence on the date hereof and expire six months from the date hereof; unless extended by mutual agreement in writing. Pagemill's engagement hereunder may be terminated at any time by written notice to the other party by either Pagemill or the Company; provided, however, that in the event of any termination of Pagemill's engagement hereunder by Pagemill, Pagemill will not be entitled to any Success Fee under this Agreement. In the event of any termination of Pagemill's engagement hereunder by the Company, Pagemill shall continue to be entitled to the full amount of the Success Fee provided for herein if at any time prior to the expiration of three (3) months after any such termination by the Company, the Company consummates a Transaction, or enters into an agreement to consummate a Transaction (which Transaction is subsequently consummated) with a Prospect. Within thirty days after any notice of termination of this engagement, Pagemill shall (i) deliver to the Company a confirming list of all parties which have contacted or been contacted by Pagemill or which were contacted by or had contact with the Company and with whom direct discussion regarding a potential Transaction were held and (ii) destroy certain materials as described in ~~Section 4 of that certain Confidentiality Agreement between the Company and Pagemill dated March 6, 2006 (the "Confidentiality Agreement")~~ hereof. Additionally, the provisions of Sections 2 through 8 of this Engagement Letter shall survive any termination.

Section 6. **Indemnity.** In the event Pagemill or any of its affiliates, their respective directors, officers, partners, agents or employees, or any other person controlling Pagemill or any of its affiliates (collectively, "Indemnified Persons") becomes involved in any capacity in any action, claim, suit, investigation or proceeding, actual or threatened, brought by or against any person (other than an action between the Company and Pagemill), including stockholders of the Company, in any matter referred to in the engagement, the Company shall reimburse such Indemnified Person for its reasonable legal and other expenses (including without limitation the reasonable costs and expenses incurred in connection with investigation and preparation or enforcement of the engagement) incurred in connection therewith as such expenses are incurred (subject to disgorgement by the Indemnified Person to the extent any losses (defined below) are finally determined by a court or arbitral tribunal to have resulted from the bad faith, negligence, willful misconduct or breach of fiduciary duty of Pagemill or any Indemnified Person in performing the engagement).

If indemnification is to be sought hereunder by an Indemnified Person, then such Indemnified Person shall notify the Company of the commencement of any litigation, proceeding or other action in respect thereof. Following such notification, the Company may elect in writing to assume the defense of such litigation, proceeding or other action (and costs related thereto) and, upon such election, the Company shall not be liable for any legal costs subsequently incurred by such Indemnified Person unless (i) the Company

has failed to provide legal counsel to such Indemnified Party in a timely manner or (ii) such Indemnified Person and the Company shall have concluded that (A) the representation of such Indemnified Person by legal counsel selected by the Company would be inappropriate due to actual or potential conflicts of interest or (B) there may be legal defenses available to such Indemnified Person that are different from or addition to those available to the Company or any other Indemnified Person that are represented by such legal counsel. Nothing set forth hereon shall preclude any Indemnified Person from retaining its own counsel at its own expense.

No Indemnified Person seeking indemnification, reimbursement or contribution under this Engagement Letter shall, without the Company's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to herein.

The reimbursement, indemnity and contribution obligations of the Company hereunder shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any affiliate of Pagemill and the partners, directors, agents, employees and controlling persons (if any), as the case may be, of Pagemill and any such affiliate, and shall be binding on and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, Pagemill, any such affiliate and any such person.

Section 7. Miscellaneous. The benefits of, and the obligations and liabilities assumed in, this Engagement Letter shall inure to the benefit of, and be binding upon, any successors and assigns of the Company and Pagemill. Except as provided in the Confidentiality Agreement, this Engagement Letter constitutes the entire agreement between Pagemill and the Company and supersedes any prior agreements or understandings with respect to the matters set forth herein. This Engagement Letter may not be amended, waived, modified or assigned, in whole or in part, including by operation of law, without the prior written consent of the Company and Pagemill. In connection with this engagement, Pagemill is acting as an independent contractor with duties owing solely to the Company and not in any other capacity. All aspects of the relationship created by this Engagement Letter shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made and to be performed therein.

Section 8. Bankruptcy Court Jurisdiction. The Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Company's engagement of Pagemill.

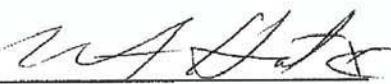
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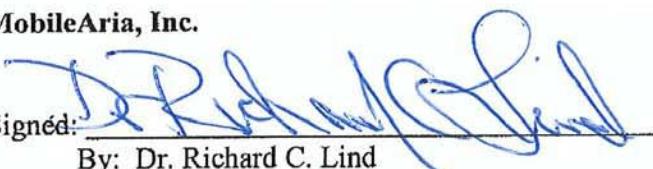
Please confirm that the foregoing is in accordance with your understanding by signing and returning to us an executed copy of this Engagement Letter, which shall then constitute a binding agreement.

Respectfully,
Pagemill Partners, LLC

Signed: 
By: Milledge Hart
Its: Managing Director

Accepted and agreed to as of the date first written above:

MobileAria, Inc.

Signed: 
By: Dr. Richard C. Lind
Its: President

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

ORDER UNDER 11 U.S.C. §§ 327(a) AND 328 FED. R. BANKR. P. 2014
AUTORIZING EMPLOYMENT AND RETENTION OF PAGEMILL PARTNERS, LLC
AS FINANCIAL ADVISOR TO DEBTORS NUNC PRO TUNC TO MARCH 14, 2006

("PAGEMILL RETENTION ORDER")

Upon the application, dated April 21, 2006 (the "Application"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order"), pursuant to 11 U.S.C. §§ 327(a) and 328 and Fed. R. Bankr. P. 2014, authorizing the employment and retention of Pagemill Partners, LLC ("Pagemill") as a financial advisor to the Debtors effective as of March 14, 2006; and upon the Declaration of Milledge A. Hart, executed on March 30, 2006, in support of the Application; and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and this Court being satisfied that Pagemill is disinterested and represents no interest adverse to the Debtors or their estates as to the matters upon which Pagemill is to be engaged; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED.

2. The Debtors' employment of Pagemill as a financial advisor, pursuant to the Application and the terms set forth in the letter agreement attached to the Application as Exhibit 1, is approved under chapter 11 of title 11 of the United States Code, U.S.C. §§ 327(a) and 328, as amended (the "Bankruptcy Code") and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), with approval of such employment being effective as of March 14, 2006.

3. Pagemill shall be compensated in accordance with the standards and procedures set forth in sections 330 and 331 of the Bankruptcy Code and all applicable Bankruptcy Rules, Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), guidelines established by the Office of the United States Trustee, and further orders of this Court. Without limiting the foregoing, Pagemill shall make reasonable efforts to ensure that the Debtors' estates are not charged for any duplication of work with the other professionals retained in these chapter 11 cases.

4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

5. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Application.

Dated: New York, New York
May ____, 2006

UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	Chapter 11
DELPHI CORPORATION, et al,	Case No. 05-44481 (RDD)
Debtors.	(Jointly Administered)

DECLARATION AND STATEMENT OF MILLEDGE A.HART
IN SUPPORT OF APPLICATION FOR ORDER UNDER
11 U.S.C. §§ 327(a) AND 328 AND FED R. BANKR. P. 2014
AUTORIZING EMPLOYMENT AND RETENTION OF
PAGEMILL PARTNERS, LLC AS FINANCIAL ADVISOR
TO DEBTORS NUNC PRO TUNC TO MARCH 14, 2006

Milledge A. Hart, under penalty of perjury, declares and says:

1. I am a Managing Director at the financial advisory and investment banking firm of Pagemill Partners, LLC ("Pagemill"), which maintains its principal office at 2475 Hanover Street, Palo Alto, CA 94304. I am authorized to execute this declaration and disclosure statement (this "Declaration") on behalf of Pagemill. I submit this Declaration under sections 327(a) and 328 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code") and Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") in support of the Application For Order (the "Order") Under 11 U.S.C. §§ 327(a) And 328 (I) Authorizing Employment And Retention of Pagemill Partners, LLC As Financial Advisor and Investment Banker To Debtors And (II) Scheduling A Final Hearing Thereon (the "Application"), filed contemporaneously herewith by Delphi Corporation ("Delphi") and certain of its direct and indirect subsidiaries, as debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors" or "Company"). Except as otherwise indicated, I have personal knowledge of the matters set forth herein and if called as a witness, would testify competently thereto.¹

¹ Certain of the disclosures herein relate to matters within the knowledge of other professionals at Pagemill and are based on information provided by them.

Qualifications Of Professionals

2. Pagemill, a technology focused investment bank located in Silicon Valley, is a member of the National Association of Securities Dealers and the Securities Investor Protection Corporation. Pagemill provides financial advisory services including mergers & acquisitions, divestitures, private placements and specialized financial services. The firm services both public and private companies, focusing on emerging and middle market transactions.

3. Pagemill and its professionals have extensive transaction experience with over 200 transactions closed by its managing directors. Pagemill leverages its strong relationships with top tier venture capital, private equity and law firms to maintain its strong deal flow.

Services To Be Rendered

4. If the Application is approved, Pagemill will provide financial advisory and investment banking services to the Debtors, as contemplated by, and in accordance with the terms of, the Engagement Letter.

Professional Compensation

5. To the best of my knowledge, the Debtors do not owe any amounts to Pagemill in respect of prepetition fees and expenses.

6. Pagemill respectfully refers interested parties to the Engagement Letter for a full recitation of the proposed terms of Pagemill's compensation. In summary, if the Application is approved, Pagemill will be entitled to receive the following fees in cash:

- (e) A\$40,000 non-refundable engagement fee shall be due and payable by the Company upon approval of the Pagemill retention application.
- (g) In the case of the sale of MobileAria, Inc. (the "Transaction") for which Company is seeking to have Pagemill approved as the Company's primary advisor and investment banker, a fee (the "Success Fee") equal to \$300,000 plus the product of (i) the Aggregate Consideration times (ii) the applicable Success Fee Percentage, each as specified in the Engagement Letter, which Success Fee shall be due and payable in cash at the closing of such M&A Transaction.

7. The Company and Pagemill acknowledge and agree that (a) the hours worked, (b) the results achieved, and (c) the ultimate benefit to the Company of the work performed, in each case, in connection with this engagement may be variable, and the Company and Pagemill have taken such factors into account in setting the fees under the Engagement Letter; provided, however, that with respect to the hours worked, Pagemill shall devote whatever resources as are required to fulfill the purposes of this engagement on a timely basis.

8. In the event that this Court approves the retention of Pagemill by the Company, (a) Pagemill's fees and expenses shall be subject to (i) the jurisdiction and approval of this Court under section 328(a) of the Bankruptcy Code and the Order, (ii) any applicable fee and expense guideline orders, and (iii) any requirements governing interim and final fee applications, and (b) the Company shall pay all fees and expenses of Pagemill under the Engagement Letter as promptly as practicable in accordance with the terms thereof and the orders of this Court governing interim and final fee applications, and after obtaining all necessary further approvals from this Court, if any.

9. Pagemill intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the procedures set forth in the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, as those procedures may be modified or supplemented by order of this Court. Consistent with its ordinary practice and the practice of financial advisors in other chapter 11 cases whose fee arrangements are typically not hours-based, Pagemill ordinarily does not maintain contemporaneous time records or conform to or provide a schedule of hourly rates for its professionals. Therefore, Pagemill requests that it be excused from compliance with such requirements.

Disinterestedness

10. In connection with the preparation of this Declaration, Pagemill reviewed the list of parties-in-interest that Pagemill received from the Debtors (the "Interested Parties"), a copy of which is attached hereto as Exhibit 2.

11. To the best of my knowledge, Pagemill has not represented the entities listed on Exhibit 2 in connection with matters relating to the Debtors, their estates, assets, or businesses and will not represent

other entities which are creditors of, or have other relationships with, the Debtors in matters relating to the Debtors, their estates, assets, or businesses.

12. Attached hereto as Exhibit 3 is a list of the Interested Parties with which Pagemill has identified certain dealings unrelated to this engagement. To the best of my knowledge, none of the connections with the entities listed on Exhibit 3 accounts for more than 1% of Pagemill's gross annual revenues.

13. To the best of my knowledge, neither Pagemill, I, nor any other employee of Pagemill that will work on this engagement has any connection with or holds any interest adverse to the Debtors, their estates, or the Interested Parties in the matters on which Pagemill is proposed to be retained.

14. To the best of my knowledge, Pagemill has not been retained to assist any entity or person other than the Debtors on matters relating to these chapter 11 cases. If Pagemill's proposed retention by the Debtors is approved by this Court, Pagemill will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases. Pagemill will, however, continue to provide professional services to entities or persons that may be creditors or equity security holders of the Debtors or Interested Parties in these chapter 11 cases, provided, however, that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

15. Based on the results of the conflicts search conducted to date and described more fully herein, to the best of my knowledge, neither I, Pagemill, nor any officer or employee thereof who will work on this engagement, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, other parties-in-interest (as reasonably known to Pagemill), their respective attorneys, the Office of the United States Trustee for the Southern District of New York or any person employed by such office with respect to the matters upon which Pagemill is to be engaged, and Pagemill does not, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, hold or represent any interest adverse to the Debtors, their estates, or any class of creditors or equity interest holders, except as set forth herein.

16. To the best of my knowledge, Pagemill is a "disinterested person" pursuant to sections 101(14) and 327(a) of the Bankruptcy Code, in that its officers and employees:

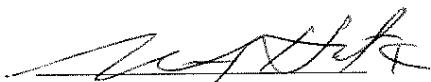
- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not investment bankers for any outstanding security of the Debtors;
- (c) have not been, within three years before the date of the filing of the Debtors' chapter 11 petitions, (i) investment bankers for a security of the Debtors, (ii) an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors; and
- (d) were not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

17. No promises have been received by Pagemill, nor any employee thereof, as to compensation or payment in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code and the Bankruptcy Rules. Further, Pagemill has no agreement with any other entity to share with such entity any compensation received by Pagemill in connection with these chapter 11 cases, except as permitted under section 504 of the Bankruptcy Code.

18. If any new relevant facts or relationships are discovered or arise during the pendency of these chapter 11 cases, Pagemill will use reasonable efforts to identify such further developments and will, if appropriate, promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a).

Pursuant to section 1746 of title 28 of the United States Code, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 30th day of March, 2006, at New York, New York.



Milledge A. Hart
Managing Director

EXHIBIT 3

Hitachi Ltd – Hitachi Telecom

EXHIBIT N

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
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Chicago, Illinois 60606
(312) 407-0700
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

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Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

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<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05- 44481 (RDD)
:
Debtors. : (Jointly Administered)
:
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NOTICE OF PRESENTMENT OF ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b)
AND FED. R. BANKR. P. 2014 AUTHORIZING EMPLOYMENT AND RETENTION OF
MAYER, BROWN, ROWE & MAW LLP AS SPECIAL INFORMATION TECHNOLOGY
OUTSOURCING COUNSEL TO DEBTORS NUNC PRO TUNC TO FEBRUARY 1, 2006

PLEASE TAKE NOTICE that on April 21, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases filed the Application For An Order Under 11 U.S.C. §§ 327(e) And 1107(b) And Fed. R. Bankr. P. 2014 Authorizing The Employment And Retention Of Mayer, Brown, Rowe & Maw LLP As Special Information Technology Outsourcing Counsel To The Debtors, Nunc Pro Tunc To February 1, 2006 (the "Application," a copy of which is attached to this notice as Exhibit A).

PLEASE TAKE FURTHER NOTICE that if timely written objections are filed, served, and received in accordance with this notice, a hearing to consider approval of the Application will be held on May 12, 2006, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York, 10004.

PLEASE TAKE FURTHER NOTICE that if no written objections to the Application are timely filed, served, and received, the order filed with the Application and attached to this notice as Exhibit B will be submitted for signature to the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004 on May 1, 2006 at 4:00 p.m. (Prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014

Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (the "Third Supplemental Case Management Order") (Docket No. 3293), and (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended), pursuant to which registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Marlane Melican), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) Mayer, Brown, Rowe & Maw LLP, 71 South Wacker, Chicago, Illinois 60606 (Attn: Paul J.N. Roy), and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **2:00 p.m. (Prevailing Eastern Time) on May 1, 2006** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Third Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Application are timely filed and served in accordance with the procedures set forth herein and in the Third Supplemental Case Management Order, the Bankruptcy Court may enter an order granting the Application **without further notice**.

Dated: New York, New York
April 21, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons (JL 4951)
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- and -

By: /s/ Kayalyn A. Marafioti
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11
:
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)
:
Debtors. : (Jointly Administered)
:
----- x

APPLICATION FOR ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b)
AND FED. R. BANKR. P. 2014 AUTHORIZING EMPLOYMENT AND
RETENTION OF MAYER, BROWN, ROWE & MAW LLP AS SPECIAL INFORMATION
TECHNOLOGY OUTSOURCING COUNSEL TO DEBTORS
NUNC PRO TUNC TO FEBRUARY 1, 2006

("MAYER BROWN RETENTION APPLICATION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this application (the "Application") for an order under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 authorizing the employment and retention of Mayer, Brown, Rowe & Maw LLP ("Mayer, Brown") as special information technology ("IT") outsourcing counsel to the Debtors, nunc pro tunc to February 1, 2006. In support of this Application, the Debtors submit the Declaration And Disclosure of Paul J.N. Roy In Support Of Application For Order Under 11 U.S.C. §§ 327(e) And 1107(b) And Fed. R. Bankr. P. 2014 Authorizing Employment And Retention Of Mayer, Brown, Rowe & Maw LLP As Special Information Technology Outsourcing Counsel To Debtors Nunc Pro Tunc To

February 1, 2006, dated April 21, 2005 (the "Roy Declaration"). In further support of this Application, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. On October 17, 2005, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Creditors' Committee"). No trustee or examiner has been appointed in the Debtors' cases.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") had global 2005 net sales of approximately \$26.9 billion, and global assets as of August 31, 2005 of

approximately \$17.1 billion.¹ At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues, and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of GM. Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however,

¹ The aggregated financial data used in this Application generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.² Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.8 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of: (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in

² Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. In connection with the first two elements of the Company's transformation plan, Delphi continues to participate in discussions with its unions and GM. Throughout those discussions, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual resolution to its issues and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM and the UAW recently received this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees. This special hourly attrition program could provide as many as 18,000 of Delphi's 23,000 existing UAW-represented long-term hourly employees with "soft landings" through retirement attrition programs and GM flowbacks. Delphi also hopes to reach agreement on similar hourly attrition programs with its other unions, which could provide as many as 4,500 additional hourly employees with retirement programs or incentives.

13. These hourly attrition programs constitute an important first step in implementing the Debtors' transformation plan, but will not resolve all of the issues related to Delphi's uncompetitive labor agreements. Moreover, Delphi has not yet reached comprehensive agreements with its unions and GM. Therefore, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.³ Contemporaneously therewith, the Debtors also moved to reject unprofitable supply contracts with GM.⁴ Among the reasons for the GM contract rejection motion was the Debtors' belief that GM must cover a greater portion of the costs of manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covers approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM. Although the filing of these motions was a necessary procedural step, the Debtors remain focused on reaching a consensual resolution with all of Delphi's unions and GM before a hearing on the motions is necessary.

14. To implement the third element of the Debtors' transformation plan, the Company announced plans to focus its product portfolio on those core technologies for which the Company has significant competitive and technological advantages and expects the greatest opportunities for increased growth. To that end, the Company will concentrate the organization around the following core strategic product lines: (a) Controls & Security (Body Security, Mechatronics, Power Products, and Displays), (b) Electrical/Electronic Architecture (Electrical/Electronic Distribution Systems, Connection Systems, and Electrical Centers), (c)

³ Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035)

⁴ Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033)

Entertainment & Communications (Audio, Navigation, and Telematics), (d) Powertrain (Diesel and Gas Engine Management Systems), (e) Safety (Occupant Protection and Safety Electronics), and (f) Thermal (Climate Control & Powertrain Cooling).⁵

15. In contrast, the Company similarly identified certain non-core product lines that do not fit into its future strategic framework, including Brake & Chassis Systems, Catalysts, Cockpits and Instrument Panels, Door Modules and Latches, Ride Dynamics, Steering, and Wheel Bearings. The Company will seek to sell or wind down these non-core product lines (which will include approximately one-third of its global manufacturing sites) and will consult with its customers, unions, and other stakeholders to carefully manage the transition of such affected product lines. The Company intends to sell or wind down the non-core product lines and manufacturing sites by January 1, 2008.

16. As part of its organizational restructuring, the fourth element of the Debtors' transformation plan, the Company expects to reduce its global salaried workforce by as many as 8,500 employees as a result of portfolio and product rationalizations and initiatives adopted following an analysis of the Company's selling, general, and administration ("SG&A") cost saving opportunities. The Company believes that once its SG&A plan is fully implemented, the Company should realize savings of approximately \$450 million per year in addition to savings realized from competitive measures planned for its core businesses and the disposition of non-core assets.

17. As noted above, the final key tenet of the transformation plan is to devise a workable solution to the Debtors' current pension situation. The Debtors' goal is to retain the

⁵ The Company does not expect the portfolio changes to have a significant impact on its independent aftermarket or consumer electronics businesses. Similarly, the Company does not expect an impact on medical, commercial vehicles, or other adjacent-market businesses and product lines.

benefits accrued under the existing defined benefit U.S. pension plans for both the Debtors' hourly and salaried workforce. To do so, however, it will be necessary to freeze the current hourly U.S. pension plan as of October 1, 2006 and to freeze the current salaried U.S. pension plan as of January 1, 2007. Despite the freeze, because of the size of the funding deficit, it will also be necessary for the Debtors to obtain relief from the Pension Benefit Guaranty Corporation, the Internal Revenue Service, the Department of Labor, and potentially Congress, to amortize funding contributions over a long-term period. The Company intends to replace the hourly plan (for certain employees) and the salaried plan with defined contribution plans.

18. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

19. By this Application, the Debtors request authorization to employ and retain Mayer, Brown as special IT outsourcing counsel, effective as of February 1, 2006. Accordingly, the Debtors respectfully request the entry of an order under sections 327(e) and 1107(b) of the Bankruptcy Code and Bankruptcy Rule 2014 authorizing the employment and retention of Mayer, Brown in accordance with the terms set forth in the letter agreement attached hereto as Exhibit 1 (the "Engagement Letter").

Basis For Relief

20. The Debtors submit that Mayer, Brown's proposed retention meets all the prerequisites for retention of special counsel under section 327(e) of the Bankruptcy Code, which

permits a debtor-in-possession, with court approval, to employ counsel for a "specified special purpose" if such employment is in the best interest of the Debtors.

The Debtors' Employment Of Mayer, Brown
Is In The Best Interests Of The Estates

21. The Debtors had retained Mayer, Brown as an ordinary course professional according to the Order Under 11 U.S.C §§ 327, 330, And 331 Authorizing Retention Of Professionals Utilized By Debtors In Ordinary Course Of Business ("Ordinary Course Professionals Order") (Docket No. 883). It is apparent, however, that Mayer, Brown will exceed the fee cap established in the Ordinary Course Professionals Order. Therefore, the Debtors request that Mayer, Brown be formally retained as special IT outsourcing counsel to the Debtors in these chapter 11 cases.

22. Mayer, Brown is especially attuned to the unique IT outsourcing issues that arise in the Debtors' industry. Mayer, Brown is a full-service, international law firm, with offices in 13 cities across the United States and Europe, as well as representative offices in China and affiliated offices in Italy and Mexico. With more than 1,300 lawyers, Mayer, Brown provides legal services in virtually every major practice area, including finance, corporate, business restructuring, trial and appellate litigation, intellectual property, real estate, environmental, tax, employee benefits, and international trade, and, in particular, Mayer, Brown has cultivated a national and international reputation for providing the highest quality legal advice to its clients in all phases of sourcing, from outsourcing through re-sourcing to in-sourcing, in a wide variety of complex transactions. Most importantly for purposes of this Application, several members of Mayer, Brown have extensive experience in legal services relating to IT, telecommunications, and business process outsourcing. Accordingly, the Debtors believe that Mayer, Brown is well

qualified to serve as special IT outsourcing counsel in these chapter 11 cases in an efficient and effective manner.

23. The Debtors believe that the employment of Mayer, Brown will enhance and will not duplicate the employment of Skadden, Arps, Slate, Meagher, & Flom LLP ("Skadden, Arps"), the Debtors' general bankruptcy counsel, Shearman & Sterling LLP, the Debtors' special counsel, Togut, Segal & Segal LLP, the Debtors' conflicts counsel, or any of the other professionals retained by the Debtors to perform specific tasks that are unrelated to the work to be performed by Mayer, Brown as special IT outsourcing counsel to the Debtors. The Debtors understand that Mayer, Brown will work with the other professionals retained by the Debtors to avoid any such duplication.

Services To Be Rendered By Mayer, Brown

24. As set forth in the Engagement Letter, the Debtors wish to retain Mayer, Brown to provide services to the Debtors in connection with IT outsourcing matters. The Debtors anticipate that such services will include the following:

- (a) reviewing documents, including Delphi's form IT outsourcing agreements;
- (b) drafting, revising, and editing a new form IT outsourcing agreement for the IT outsourcing services;
- (c) negotiating specific IT outsourcing agreements with third-party bidders; and
- (d) miscellaneous information technology advice and counsel related to IT outsourcing matters.

25. Mayer, Brown has indicated its desire and willingness to represent the Debtors as set forth herein and to render the necessary professional services as special IT outsourcing counsel to the Debtors.

26. The Debtors may request that Mayer, Brown undertake specific matters beyond the scope of the responsibilities set forth above. Should Mayer, Brown agree in its discretion to undertake any such matter, the Debtors will seek further order of this Court.

Disinterestedness Of Professionals

27. Section 327(e) does not require that Mayer, Brown and its attorneys be "disinterested persons" as defined in section 101(14) of the Bankruptcy Code. Rather, section 327(e) of the Bankruptcy Code requires that Mayer, Brown not represent or hold any interest adverse to the estates or the Debtors with respect to the matters on which Mayer, Brown is to be employed. As discussed above, the employment of Mayer, Brown as special IT outsourcing counsel to the Debtors is in the best interests of the Debtors.

28. The Roy Declaration filed in support of this Application contains information available to date on Mayer, Brown's connections with other parties-in-interest, as required by Bankruptcy Rule 2014(a). According to the Roy Declaration, Mayer, Brown, its partners, counsel, and associates do not hold or represent any interest adverse to the Debtors, their creditors, any other party-in-interest in these chapter 11 cases, their respective attorneys and investment advisors, the Office of the United States Trustee (the "U.S. Trustee"), or any person employed therein, with respect to the matters on which Mayer, Brown is to be employed.

29. Mayer, Brown has disclosed to the Debtors that Mayer, Brown has in the past represented, currently represents, and will likely in the future represent, certain of the Debtors' creditors and other parties-in-interest in matters unrelated to the Debtors or their chapter 11 cases, and in certain matters related to these chapter 11 cases, but unrelated to the matters on which Mayer, Brown is to be employed. Mayer, Brown does not believe that the foregoing raises any actual or potential conflict of interest for Mayer, Brown relating to the representation of the Debtors as their special IT outsourcing counsel in these chapter 11 cases, but such

relationships are disclosed out of an abundance of caution. The Debtors understand that, in order to vitiate any actual or potential conflicts of interest, Mayer, Brown will not assist the Debtors in connection with their analysis, negotiations, and litigation, if any, with parties with whom Mayer, Brown has existing client relationships, and that Skadden, Arps (or other counsel if Skadden, Arps has a conflict), instead, will handle any such tasks.

Professional Compensation

30. Mayer, Brown intends to apply to this Court for compensation and reimbursement of expenses in accordance with section 330(a) of the Bankruptcy Code, the Bankruptcy Rules, applicable guidelines established by the U.S. Trustee, and orders of this Court. Mayer, Brown acknowledges that all compensation will be subject to this Court's review and approval, after notice and a hearing.

31. Under the applicable provisions of the Bankruptcy Code, and subject to the approval of this Court, the Debtors propose to pay Mayer, Brown its rates as disclosed in the Engagement Letter. Mayer, Brown will discount its rates by 5% for the first \$500,000 of fees, and by 10% for the portion of its fees that exceed \$500,000. Mayer, Brown will not charge for travel time, though it will charge for time spent working while traveling. Mayer, Brown's hourly billable rates include its general overhead and internal charges associated with its practice.

32. No arrangement is proposed between the Debtors and Mayer, Brown for compensation to be paid in these chapter 11 cases other than as set forth above, in the Engagement Letter, and in the Roy Declaration.

33. At the Debtors' request, Mayer, Brown has assisted the Debtors in connection with their IT outsourcing issues since February 1, 2006 and hence the Debtors request Mayer, Brown's retention to be effective nunc pro tunc to February 1, 2006.

Conclusion

34. For the foregoing reasons, the Debtors submit that the employment of Mayer, Brown as the Debtors' special IT outsourcing counsel on the terms set forth herein is in the best interests of the estates.

Notice

35. Notice of this Motion has been provided in accordance with the Third Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on April 20, 2006 (Docket No. 3293). In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

36. Because the legal points and authorities upon which this Application relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE, the Debtors respectfully request that this Court enter an order (a) authorizing the Debtors to employ and retain Mayer, Brown as their special IT outsourcing counsel to perform the services set forth herein, nunc pro tunc to February 1, 2006 and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York
April 21, 2006

DELPHI CORPORATION, on behalf of itself and certain of its subsidiaries and affiliates, as Debtors and Debtors-in-Possession

By: /s/ John D. Sheehan
Name: John D. Sheehan
Title: Vice President, Chief Restructuring Officer, and Controller

Exhibit 1



February 3, 2006

Marjorie Harris Loeb, Esq.
Assistant General Counsel
Corporate and Securities
Delphi Corporation
MC 483.400.603
5725 Delphi Place
Troy, Michigan 48098

Mayer, Brown, Rowe & Maw LLP
71 South Wacker Drive
Chicago, Illinois 60606-4637

Main Tel (312) 782-0600
Main Fax (312) 701-7711
www.mayerbrownrowe.com

Paul J.N. Roy
Direct Tel (312) 701-7370
Direct Fax (312) 706-8196
proy@mayerbrownrowe.com

Dear Ms. Loeb:

This letter confirms our agreement for the provision of legal services by this Firm to Delphi Corporation in connection with the negotiation of an IT outsourcing services contract (the "ITO Project"), subject to the attainment of waiver letters, if necessary. You may limit or expand the scope of our representation at any time, provided that any expansion must be by mutual consent. We are very pleased that you have retained us and will, of course, answer any questions you may have about these arrangements.

PAYMENT PROVISIONS

We recognize that in choosing us to provide these services, you are choosing specific individuals at the Firm, including myself, Paul Chandler, Greg Manter and Kristina Herrmann. I will be your primary interface on this engagement and will supervise the other professionals involved. As per our discussion, I will keep you informed of staffing needs and work with you in coordinating with Delphi's internal legal staff so that together we can insure the most cost-efficient and effective delivery of services. Others from the Firm may be necessary to assist us on this engagement, but we have agreed to obtain your written permission before engaging them. No fees will be paid for work performed by others before we have obtained your written permission. The Firm endeavors, to the maximum extent compatible with the quality of our work product, to assign our personnel in a way designed to produce timely and economical handling of matters. If at any time you have questions, concerns or suggestions, please contact me promptly.

Our fees for services are based on time (at quarter hour increments) spent on specific projects, computed at our hourly rates for those persons performing the services required. I will be the principal attorney for this engagement. My hourly rate is \$580. The hourly rates for other professionals you have approved for this engagement are as follows:

9056727 42007437

Berlin Brussels Charlotte Chicago Cologne Frankfurt Houston London Los Angeles New York Palo Alto Paris Washington, D.C.
Independent Mexico City Correspondent: Jauregui, Navarrete, Nader y Rojas, S.C.

Mayer, Brown, Rowe & Maw LLP operates in combination with our associated English limited liability partnership in the offices listed above.

Mayer, Brown, Rowe & Maw LLP

Marjorie Harris Loeb, Esq.

February 3, 2006

Page 2

Paul Chandler \$475

Greg Manter \$300

Kristina Herrmann \$260

We agree these hourly rates will remain in effect until the earlier of the completion of the ITO Project and January 1, 2007. We will discount our rates for the ITO Project by 5% for the first \$500,000 of fees, and at 10% for portion of our fees that exceed \$500,000. We will not charge for travel time, though we will charge for time we are working on your matters while traveling.

Our hourly billable rates include our general overhead and internal charges associated with our practice. A copy of the Delphi billing instructions and limitations is enclosed and incorporated into this engagement agreement by this reference, together with a copy of our current schedule of charges, which will apply only to the extent permitted by the Delphi billing instructions and limitations.

We anticipate submitting to you monthly invoices for the professional (lawyer and paralegal) services rendered and other charges and expenses incurred. Payment is due upon receipt of our statement and in no event later than 30 days thereafter. We will provide you with billing details specifying the individuals involved, their positions here, the hours and work performed and an itemization of other charges.

Mayer, Brown, Rowe & Maw LLP

Marjorie Harris Loeb, Esq.
February 3, 2006
Page 3

CONFLICT PROVISIONS

You agree that our Firm may represent the persons or entities listed in Attachment A where their interests are adverse (in litigation, transactions or otherwise) to you or your affiliates in matters not related to our engagement by you. In addition, you agree that our Firm may represent other persons or entities (i.e., not listed in Attachment A) whose interests are adverse to you or your affiliates in matters not related to our engagement by you, provided that so long as you remain a continuing client of our Firm, we will not represent such other persons or entities in any litigation or arbitration adverse to Delphi without having obtained a separate waiver from you for that representation.

We agree, however, that your prospective consent to adverse representation shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a nonpublic nature that, if known to any such other client of ours, could be used in a matter in which we are retained by our other client to your material disadvantage unless we have screened our lawyers and paralegals who have such information from any involvement in the adverse representation. In addition, no lawyer of our Firm who is representing Delphi will participate in the representation of another person or entity adverse to Delphi. The attorneys in our Firm working on matters for Delphi and persons or entities adverse to Delphi will, of course, keep segregated and separate any work product and information concerning the matters for Delphi from any work product and information concerning the matters for any person or entity adverse to Delphi.

For the purpose of determining whether a conflict of interest exists, it is only you and your subsidiaries which we will represent and not your stockholders or other related companies (collectively "Other Related Persons"). You agree not to give us confidential information regarding your Other Related Persons. While we recognize that to act adversely to any Other Related Persons could jeopardize a long term relationship with you, which we would naturally be reluctant to do, for conflict of interest purposes we reserve the right to represent another client with interests adverse to any Other Related Person without obtaining any consent from you or such Other Related Person.

TERMINATION OF ENGAGEMENT

Following termination of our engagement, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you; our own files, including lawyer work product, pertaining to the matter will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such items retained by us within a reasonable time after the termination of the engagement.

Mayer, Brown, Rowe & Maw LLP

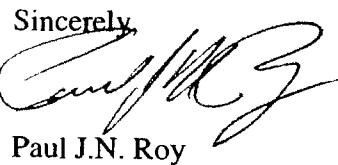
Marjorie Harris Loeb, Esq.
February 3, 2006
Page 4

Our attorney-client relationship will be considered terminated if more than 12 months have elapsed from the last time you requested and we furnished any billable services to you. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are engaged in writing to do so.

ACCEPTANCE

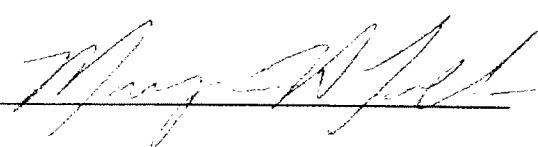
This letter constitutes the entire understanding between you and Mayer, Brown, Rowe & Maw LLP and supersedes all prior understandings, written or oral, relating to its subject matter. Any change must be made or confirmed in writing. If this letter correctly reflects your understanding of the terms and conditions of our engagement, please indicate your acceptance by signing the enclosed copy of this letter in the space provided below and returning it to our office, to my attention.

On behalf of Mayer, Brown, Rowe & Maw LLP, I thank you for the opportunity to be of service.

Sincerely,

Paul J.N. Roy

We agree to the foregoing terms:

DELPHI CORPORATION

By: 

Date: _____

Delphi Billing Instructions and Limitations

Payment Terms

Delphi payment terms are MSN-2 (second day of the second month, after the date of the invoice).

Permitted Reimbursables

Delphi **will** reimburse a law firm for reasonable and actual out-of-pocket payments made to third-party vendors (i.e., Delphi **will not** pay for markups or surcharges added by the law firm) for the following items:

- Air freight/express mail deliveries
- Bond fees and premiums
- Coach-class air fare (lowest available rate/class)
- Computerized legal research (e.g., Lexis, Westlaw)
- Court reporter fees
- Expert witness fees
- Filing fees
- Inside photocopy (up to 10 cents per page)
- Local business transportation (e.g., taxi fares)
- Long distance telephone charges (for voice, fax or data)
- Outside messenger services
- Outside photocopy, binding, and printing services
- Postage
- Travel (airfare, hotel, rental car)

Delphi **will not** pay for:

- Books/subscriptions
- Fax communications (except long distance telephone charges)
- Hourly fees while traveling
- Inside photocopy (more than 10 cents per page)
- Local meals
- Local personal transportation (taxi/limousine to/from home)
- Local telephone charges
- Membership fees
- Office supplies
- Overtime charges
- Secretarial/clerical charges
- Storage charges

- Word processing

Mayer, Brown, Rowe & Maw LLP
U. S. Offices

Schedule of Non-fee Charges to Clients

(which will apply only to the extent permitted by the Delphi Billing Instructions and Limitations)

July 1, 2005

I. Long Distance Telephone.

We purchase our long-distance telephone service from telecommunications providers at discounted rates. We charge clients at rates calculated to recover our cost.

II. Automated Research.

We purchase services from Lexis and Westlaw at fixed monthly rates which are substantially below their published rates. We charge clients for the Lexis and Westlaw connections at rates calculated to recover our cost.

III. Telefax Service.

We charge clients \$1.00 per page, plus applicable long distance telephone charges regardless of length at our discounted rates. There is no charge for incoming telefaxes.

IV. Document Reproduction.

We charge clients for standard-size internal black and white copies at the rate of \$.15 per page. We charge clients for standard-size internal color document reproduction (if specifically requested by clients) at the rate of \$1.00 per page. We currently reproduce documents using photocopiers, laser printers, and digital copiers, and may in the future use other means of reproduction. Outside copying is charged at actual out-of-pocket cost.

V. Postage.

We charge clients at cost for postage when the cost of mailing is \$1.00 or more.

VI. Out-of-pocket Disbursements.

The following types of disbursements when related to a client matter are charged at the firm's cost:

- Advances on behalf of clients (e.g., tax payments, filing fees, title charges)
- Consultants' and expert witnesses' fees and expenses
- Courier and messenger services
- Court reporters
- Equipment when purchased solely for a client matter
- Meals
- Outside services (including cost of litigation support services purchased from outside vendors)
- Service of process
- Records searches
- Supplies (when amounts are large or type of supply item is special)
- Tax return processing charges
- Taxis, mileage, parking (local)
- Travel (airfares, hotels, meals, car rentals, fees of travel agencies and professionals, taxis and incidentals)*
- Trial exhibits
- Witness fees and costs
- Other items not covered above that are directly attributable to a client matter

*We use commissions paid to our travel agents by hotels and auto rental companies to reduce the costs to us of our Travel Department.

VII. Items Not Charged to Clients.

- Administrative overhead
- Air conditioning and electricity for overtime work
- Client entertainment
- Local and suburban telephone calls
- Rent for conference rooms

Attachment A

Gail O'Brien
Login Robinson
Oppenheimer Senior Floating Rate Fund

TRW Automotive Inc. and its subsidiaries
Ispat Inland/Mittal Steel USA Inc. and its subsidiaries
United Stars, Inc. and its subsidiaries
Hub Group and its subsidiaries
Micronas Semi-Conductors and its subsidiaries
Bank of America N.A. and its subsidiaries

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re : Chapter 11
: Case No. 05-44481 (RDD)
DELPHI CORPORATION, et al., :
Debtors. : (Jointly Administered)
:
----- x

ORDER UNDER 11 U.S.C. §§ 327(e) AND 1107(b) AND FED. R. BANKR. P. 2014
AUTORIZING EMPLOYMENT AND RETENTION OF MAYER, BROWN, ROWE &
MAW LLP AS SPECIAL INFORMATION TECHNOLOGY OUTSOURCING COUNSEL TO
DEBTORS NUNC PRO TUNC TO FEBRUARY 1, 2006

("MAYER, BROWN RETENTION ORDER")

Upon the application, dated April 21, 2006 (the "Application"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under 11 U.S.C. §§ 327(e) and 1107(b) and Fed. R. Bankr. P. 2014 authorizing the employment and retention of Mayer, Brown, Rowe & Maw LLP ("Mayer, Brown") as special information technology outsourcing counsel to the Debtors; and upon the Declaration And Disclosure Of Paul J.N. Roy In Support Of Application For Entry Of Order Under 11 U.S.C. §§ 327(e) And 1107(b) Authorizing Employment And Retention Of Mayer, Brown, Rowe & Maw LLP As Special Information Technology Outsourcing Counsel To The Debtors Nunc Pro Tunc To February 1, 2006 (the "Roy Declaration"); and this Court being satisfied with the representations made in the Application and the Roy Declaration that Mayer, Brown does not represent or hold any interest adverse to any of the Debtors' estates or the Debtors with respect to the matters on which Mayer, Brown is to be employed, and that Mayer, Brown's employment is necessary and would be in the best interests of each of the Debtors' estates; and it appearing that proper and adequate notice has

been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED.

2. The Debtors' employment of Mayer, Brown as their special information technology outsourcing counsel, pursuant to the Application, is approved under sections 327(e) and 1107(b) of the Bankruptcy Code and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), with approval of such employment being effective as of February 1, 2006.

3. Mayer, Brown shall be compensated in accordance with the standards and procedures set forth in sections 330 and 331 of the Bankruptcy Code and all applicable Bankruptcy Rules, Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), guidelines established by the Office of the United States Trustee, and further orders of this Court.

4. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

5. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Application.

Dated: New York, New York
May _____, 2006

UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
DELPHI CORPORATION, et al.,) Case No. 05-04481 (RDD)
Debtors.) (Jointly Administered)

**DECLARATION AND DISCLOSURE OF PAUL J.N. ROY
IN SUPPORT OF APPLICATION FOR ENTRY
OF ORDER UNDER 11 U.S.C. §§ 327(e) and 1107(b) AUTHORIZING
EMPLOYMENT AND RETENTION OF MAYER, BROWN, ROWE & MAW LLP AS
SPECIAL IT OUTSOURCING COUNSEL TO THE DEBTORS
NUNC PRO TUNC TO FEBRUARY 1, 2006**

I, Paul J.N. Roy, declare under penalty of perjury as follows:

1. I am a partner in the law firm of Mayer, Brown, Rowe & Maw LLP (“Mayer, Brown”), which maintains offices in Chicago, IL among other places. The name, address, and telephone number for Mayer, Brown are as follows:

Mayer, Brown, Rowe & Maw LLP
71 South Wacker
Chicago, Illinois 60606-4637
Telephone: (312) 782-0600
Facsimile: (312) 701-7711

2. I am a member in good standing of the bar of the State of Illinois and the United States District Court for the Northern District of Illinois.

3. I submit this Declaration, pursuant to Rule 2014 of the Federal Rule Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Bankruptcy Rules for this Court (the “Local Rules”), in connection with the application of Delphi Corporation (“Delphi” or the “Company”) and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for an order, pursuant to sections

327(e) and 1107(b) of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), authorizing the retention and employment of Mayer, Brown as special information technology outsourcing counsel, nunc pro tunc to February 1, 2006 (the “Application”).¹ This Declaration shall also constitute Mayer, Brown’s disclosure of compensation required by Bankruptcy Rule 2016(b), Local Rule 2016-1, and Section 329 of the Bankruptcy Code.

4. I am authorized to make this Declaration on Mayer, Brown’s behalf and, unless otherwise stated, I have personal knowledge of the facts set forth herein. Certain disclosures herein relate to matters within the knowledge of other attorneys at Mayer, Brown and are based on information provided to me by them.

Mayer, Brown’s Retention and Representation

5. Following a lengthy and comprehensive RFP process initiated in January 2006 by the Debtors, Mayer, Brown was selected by the Debtors to assist Delphi in connection with the preparation, documentation and negotiation of one or more information technology (“IT”) outsourcing service contracts that cover, on a global basis, application hosting, service desk and desktop functions for Delphi’s business operations (the “IT Outsourcing Services”). Delphi’s decision to retain Mayer, Brown to provide the IT Outsourcing Services was formalized in an engagement letter dated February 3, 2006 (the “Engagement Letter”). A copy of the Engagement Letter is attached as Exhibit 1 to the Application.

6. In connection with the IT Outsourcing Services, Mayer, Brown, under the direction of the Delphi legal staff, is reviewing documents, including Delphi’s form IT outsourcing agreements, and drafting, revising and editing a new form IT outsourcing agreement

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

for the IT Outsourcing Services, negotiating specific agreements with third-party bidders, advising Delphi and performing related tasks.

7. Founded more than 100 years ago, Mayer, Brown is a full-service, international law firm, with offices in 13 cities across the United States and Europe, as well as representative offices in China and affiliated offices in Italy and Mexico. With more than 1,300 lawyers, Mayer, Brown provides legal services in virtually every major practice area, including finance, corporate, business restructuring, trial and appellate litigation, intellectual property, real estate, environmental, tax, employee benefits, and international trade, and, in particular, Mayer, Brown has cultivated a national and international reputation for providing the highest quality legal advice to its clients in all phases of sourcing, from outsourcing through re-sourcing to in-sourcing, in a wide variety of complex transactions. I understand that the Debtors selected Mayer, Brown as its counsel with respect to the IT Outsourcing Services because Mayer Brown is a global leader in the provision of legal services relating to information technology, telecommunications and business process outsourcing. In connection therewith, Mayer, Brown has become familiar with the factual and legal issues relevant to the Debtors' business operations, agreements and specific needs concerning its IT outsourcing requirements.

8. In light of Mayer, Brown's existing client representations on unrelated matters and, as discussed below, the Debtors' engagement of Skadden, Arps, Slate, Meagher, & Flom LLP ("Skadden") as general bankruptcy counsel, along with their retention of (a) Shearman & Sterling LLP ("Shearman") as special counsel; (b) O'Melveny & Myers LLP ("O'Melveny") as special labor counsel; (c) Wilmer Cutler Pickering Hale and Door LLP ("WCPHD") as special regulatory counsel; (d) Banner & Witcoff, Ltd ("Banner"), as special intellectual property counsel; (e) Cantor Colburn LLP ("Cantor") as special patent counsel; (g) Butzel Long, PC

(“Butzel”) as special commercial litigation counsel; (h) Groom Law Group Chartered (“Groom”) as special employee benefits counsel; and (i) Baker & Daniels (“Baker” and collectively with the other professionals the Debtors retain by order of the Court in their chapter 11 cases, the “Other Special Counsel”), Mayer, Brown will not be responsible for and will not undertake any representation of the Debtors with respect to either (x) advising the Debtors concerning specific contracts and claims of certain of Mayer, Brown’s existing clients, or (y) reviewing, interpreting, or commenting on the specific contracts and claims of certain of Mayer, Brown’s existing clients. These existing client relationships, and the scope of the carve-out from Mayer, Brown’s retention, are discussed more fully below.

9. I understand that the Debtors may request that Mayer, Brown undertake specific matters beyond the limited scope of the responsibilities set forth above. Should Mayer, Brown agree in its discretion to undertake any such matter, it is Mayer, Brown’s understanding that the Debtors shall seek further order of this Court authorizing Mayer, Brown’s retention for such additional purposes.

10. Mayer, Brown recognizes the need to, and will, take all steps reasonably necessary, together with Skadden, as the Debtor’s general bankruptcy counsel, and the Other Special Counsel, to ensure that there is no duplication of effort or work between Skadden and the Other Special Counsel, on the one hand, and Mayer, Brown on the other hand, and will continue to do so. It is Mayer, Brown’s intention that the estates should receive the best value possible from the efficient coordination of work among its counsel. Mayer, Brown believes that its lawyers and Skadden and the Other Special Counsel have to date delineated clearly, and will continue to delineate clearly, the division of work between them, so as to avoid any duplication of effort and to maximize the efficiencies of the proposed arrangement.

11. As of the Petition Date, Mayer, Brown did not hold any claim against and was not owed any money on account of any services provided to any of the Debtors prior to the Petition Date. Further, according to the firm's accounting records, Mayer, Brown did not receive any payments from the Debtors in the 90 days prior to the Petition Date for any services rendered or expenses incurred for any legal work performed by Mayer, Brown on behalf of the Debtors.

Mayer, Brown's Disclosure Procedures

12. Skadden forwarded to Mayer, Brown a list of the principle parties-in-interest in these chapter 11 cases, including the Debtors' and Delphi's domestic and foreign subsidiaries, directors, officers, key executives, lenders, insurers, underwriters, unions, major equity-and note-holders, customers, vendors, and counterparties to major leases and contracts, among other entities with possible connections to these cases. The entities referenced in this paragraph are referred to collectively as the "Interested Parties." The list of Interested Parties (as supplemented and up-dated since the Petition Date through February 28, 2006), is attached hereto as Exhibit A.

13. In preparing this Declaration, I implemented procedures developed by Mayer, Brown to ensure compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding the retention of Mayer, Brown as special counsel in the Debtors' chapter 11 cases (the "Mayer, Brown Disclosure Procedures"). The statements and disclosures contained herein are based on the results of the Mayer, Brown Disclosure Procedures. Pursuant to the Mayer, Brown Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this Declaration and to ascertain Mayer, Brown's connections to the Interested Parties:

(a) I directed Mayer, Brown personnel to compare the list of Interested Parties to the names that Mayer, Brown has compiled in a master client database from its conflict clearance and billing records, comprised of the names of the entities for which any attorney time charges have been billed since January 1, 2002 (the "Client Database"). The Client Database includes the name of each current or former client,

the names of the parties who are or were related or adverse to such current or former client in the matters on which we represented the client, and the names of the Mayer, Brown personnel who are or were responsible for current or former matters for each such client.

(b) Any matches between the Client Database and the list of Interested Parties were identified (the “Client Matches”).

(c) An analyst in Mayer, Brown’s conflicts department then reviewed the Client Matches and deleted obvious name coincidences and individuals or entities that were adverse to Mayer, Brown’s client in both this matter and the respective matters referenced in the Client Matches. The remaining client connections were compiled for purposes of this Declaration.

Mayer, Brown’s Connections

14. The disclosures in this subsection are the product of implementing the Mayer, Brown Disclosure Procedures, and disclose Mayer, Brown’s connections with the Interested Parties for purposes of Bankruptcy Rule 2014. The disclosures are arranged in the same categories as the Interested Parties List: (i) domestic subsidiaries;² (ii) foreign subsidiaries; (iii) joint owners of subsidiaries; (iv) directors, officers, and key executives; (v) major customers; (vi) insurance providers; (vii) major vendors; (viii) professionals; (ix) indenture trustees; (x) underwriters of securities; (xi) non-Debtor parties to collective bargaining agreements; (xii) counterparties to major leases; (xiii) counterparties to major contracts; (xiv) major lenders; (xv) state and other government authorities; (xvi) potential interested parties; (xvii) major litigation parties; (xviii) holders of 5% or more of the equity securities of the Company; (xix) holders of 5% or more of notes of the Company; (xx) objecting/adverse parties appearing postpetition; and (xxi) master service list and Rule 2002 list.

A. Representations Adverse to Delphi.

15. Pursuant to the Engagement Letter, Delphi, on behalf of itself and its affiliates, has waived certain non-disqualifying conflicts and agreed that Mayer, Brown may represent

² This category includes all of the Debtors.

other of its current and future clients on a basis adverse to Delphi in any matter, including with respect to the Company's pending chapter 11 cases, provided such other engagements are not related directly to the IT Outsourcing Services being provided by Mayer, Brown. With respect to such engagements,³ Mayer, Brown represents the following clients on matters adverse or potentially adverse to the Debtors:

- a) Mayer, Brown represents a former officer of, and a professional services firm as advisor to, Delphi with respect to an investigation before the Securities and Exchange Commission ("SEC").
- b) Gail O'Brien: Mayer, Brown represents Ms. O'Brien, a former in-house attorney at Electronic Data Systems ("EDS"), which was providing contractual services to Delphi, with respect to an investigation of Delphi by the Department of Justice and the SEC.
- c) Ernst & Young LLP: Mayer, Brown was retained by E&Y to assist it in getting retained as accountants in Delphi's pending chapter 11 cases.
- d) Philips Electronics North America Corporation: Mayer, Brown is providing general advice to Philips with respect to optical disc media licensing in circumstances that may be adverse to Delphi Technologies Inc. Mayer, Brown also is representing Philips as a defendant in asbestos exposure litigation where Delphi is a co-defendant.
- e) Oppenheimer Senior Floating Rate Fund: Mayer, Brown is representing Oppenheimer as a member in a syndicated loan facility provided to Delphi in which JP Morgan Securities, Inc. is the agent.
- f) TRW Automotive Inc.: Mayer, Brown is providing advice to TRW on environmental rights under an environmental deed relating to the sale of Lucas Diesel Systems Division in which several Delphi affiliates hold an adverse or potentially adverse interest.
- g) Mittal Steel USA Inc. (f/k/a Ispat Inland Inc.): Mayer, Brown has provided advice to Mittal Steel with respect to its claims against Delphi in the chapter 11 cases and assumption of its amended sole source supply agreement.

³ Certain of the adverse parties referenced in this subsection are or may be current or former affiliates of Delphi.

- h) United Stars, Inc.: Mayer, Brown has provided advice to United Stars with respect to its claims against Delphi, which claims have since been sold and assigned by United Stars to a third-party debt trader.
- i) Hub Group, Inc.: Mayer, Brown has provided advice to Hub in Delphi's chapter 11 case with respect to Hub's treatment as a critical vendor and the extension of a letter of credit Delphi provides to Hub.
- j) Micronas GmbH: Mayer, Brown has provided advice to Micronas with respect to its claims against Delphi in its chapter 11 case.
- k) Bank of America N.A.: Mayer Brown is representing Bank of America as the assignee of the unsecured claims of the Olin Corporation in Delphi's chapter 11 cases.⁴

16. Mayer, Brown has been engaged to represent at least one party that is interested in acquiring certain assets owned by Delphi should Delphi decide to offer such assets for sale pursuant to Section 363 of the Bankruptcy Code (the "Possible Sale"). The identity of such party is not being disclosed herein in order to protect the confidential nature of those clients' interests in making a bid in the Possible Sale. I do not believe that representation precludes Mayer, Brown from also representing Delphi under Section 327(e) of the Bankruptcy Code for several reasons. First, Delphi agreed in the Engagement Letter that Mayer, Brown could continue to represent other clients in such matters. Second, none of the IT Outsourcing Services that are being provided by Mayer, Brown to Delphi impact the Possible Sale. Third, Mayer, Brown is implementing a formal screen between the attorneys and other professionals who are working for Delphi and those at Mayer, Brown involved in representing such party in connection with the Possible Sale.

17. In general, and consistent with the terms of the Engagement Letter, Mayer, Brown lawyers who are involved in representing its other clients on matters adverse or potentially

⁴ In addition to the foregoing, Mayer, Brown represented in the past certain of its clients in matters adverse to the Debtors that were closed as of the Petition Date.

adverse to the Debtors have not been and will not be involved in providing any of the IT Outsourcing Services to Delphi.⁵

B. Representations of Interested Parties or Their Affiliates.

18. Mayer, Brown previously or currently (except where noted below) represents and may represent in the future, in matters wholly unrelated to these chapter 11 cases, the following Interested Parties or, in some instances, their affiliates⁶:

- I. Domestic Subsidiaries: NONE, except with respect to Delphi as noted above.⁷
- II. Foreign Subsidiaries: NONE.
- III. Joint Owners of Subsidiaries: Palm, Inc.; Raytheon Company; and Royce & Associates, LLC.
- IV. Directors, Officers and Key Executives: Various officers, directors and/or key executives for Delphi.
- V. Major Customers: BMW; Caterpillar, Inc.; Collins & Aikman Corp.; Cummins Inc.; Daewoo Motor; DaimlerChrysler Corp., US; Fiat Group; Ford Motor Company; General Motors Corp.; Hyundai Motor America; Isuzu Group; Lear Corporation Automotive Systems; Mitsubishi Motors of America Credit Co.; Nissan North America Inc.; Paccar; Promotora; PSA Group; Renault; Land Rover; Takata; Tenneco, Inc.; Toyota Motor Credit Corporation; Volvo Truck; Agilent Tech. (M) SBN BHD; Cardinal Health; Elgin Industries; Johnson Controls Inc. (JCI); KLA Tencor Corp.; and Medrad, Inc.
- VI. Insurance Providers: AIG/American International Group, Inc.; AON Risk Services of Illinois; AON Risk Services, Inc.; Blue Cross Blue Shield of Michigan; CIGNA Corp.; Hewitt Associates; Medco Health Solutions, Inc.;

⁵ For the purpose of full disclosure, it should be noted that Craig Reimer, who is counsel in Mayer, Brown's bankruptcy practice, has been, and is expected to continue to be, involved with respect to facilitating Mayer, Brown's retention and compensation as a professional in Delphi's chapter 11 case. Mr. Reimer is not involved in Mayer, Brown's engagement with respect to the IT Outsourcing Services, but has been involved in representing Mittal Steel, Hub Group, Micronas and Hub Group with respect to the matters identified in paragraph 15 above.

⁶ In order to maintain consistency between the list of Interested Parties provided to Mayer, Brown and the disclosures in paragraph 18, the names of these entities are written the same was as they appear on that list even though in many instances the names on the list are incomplete or fail to reflect that certain entities have since been merged into or otherwise acquired by others (e.g., JPMorgan Chase Bank is successor in interest by merger to Bank One).

⁷ The conflicts search results produced information showing that Mayer, Brown provided general corporate advice to an entity called "Delphi Displays Limited" in 2002. That name did not appear on the list of domestic subsidiaries provided to Mayer, Brown but is identified herein for the purpose of full disclosure.

Metropolitan Life Insurance Co.; St. Paul Fire & Marine Insurance Company; St. Paul (Bermuda), Ltd.; Towers Perrin; United Health Group; ACE USA; Allianz of America Corporation; IRI; Liberty Mutual Insurance Company; Marsh USA, Inc.; Tokio Marine; American Home Assurance Co. (AIMA); AON UK; AXIS; Continental Casualty Co.; Great American Insurance Co.; Pacific Employers Insurance Co. (ACE USA); Steadfast Insurance Company (Zurich); Twin City Fire Insurance (Hartford); ACE Insurance Co.; East Ohio Gas Co.; and The Hartford Insurance Company.

- VII. Major Vendors: 3M Company; Aluminum Company of America, Inc. (ALCOA); Alps Electric Co., Ltd.; Carlisle Companies Inc.; Deloitte & Touche USA LLP; Electronic Data Systems Corporation (EDS); Engelhard Corporation; Freescale Semiconductor Inc.; General Electric Capital Corporation; General Electric Co., Inc.; Hitachi Ltd.; Illinois Tool Works Inc.; Intermet Corporate; ISI of Indiana, Inc.; Kyocera; Microsoft Services; Molex Inc.; Motorola Inc.; National Semiconductor Corporation; Philips Semiconductors; PriceWaterhouseCoopers LLP; RSR Corporation; Sequa Corp.; Siemens AG; Texas Pacific Group Ltd.; Textron Inc.; Thyseenkrupp AG; TRW Automotive; Tyco Electronics Corp.; Bayer AG; Equistar Chemicals LP; Federal Mogul Corp.; GKN PLC; Mittal Steel Company N.U.; PFG; PMP; Shell Oil; EI DuPont de Nemours & Co., Inc.; Circuit City Stores, Inc.; Wal-Mart Stores CE; GMACCM Asset Management de Mexico; Hub Group; Reliance Insurance Company; RLI Surety; Toronto Dominion Bank; Advanced Polymer Systems, Inc.; Eagle Picher Holdings, Inc.; Exxon Mobile Corp.; Felxtronics International; Fujitsu Ten Corporation; Ispat Inland; Robert Bosch Corporation Automotive Group; State of Wisconsin; Capri Capital Advisors LLC; Delta Air Lines, Inc.; University HealthSystems Consortium (UHC); Saab Automobile AB; Asashi Glass Co.; BTV Holding GmbH; International Rectifier Corp.; Sumitomo Electronic Industries, Ltd.; and Wilh Werhahn.
- VIII. Professionals: Cleary, Gottlieb, Steen & Hamilton; Shearman & Sterling LLP; AIT Group; Ernst & Young; FTI Consulting, Inc.; KPMG LLC; Linklaters; McCann-Erickson; MIT; Saloman Smith Barney; Watson Wyatt & Company; O'Melvany & Meyers, LLP; and Rothschild Inc.
- IX. Indenture Trustees: Bank One Trust Company, N.A.; and First National Bank of Chicago.
- X. Underwriters of Securities: A.G. Edwards & Sons, Inc.; ABN AMRO Incorporated; Banc of America Securities LLC; Barclays Capital Inc.; BB&T Capital Markets, Inc.; BNP Paribas Securities Corp.; Citigroup Global Markets, Inc.; Comerica Securities Inc.; Credit Suisse First Boston LLC; Deutsche Bank Securities, Inc.; HSBC Securities, Inc.; J.P. Morgan Securities, Inc.; McDonald Investments Inc.; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Morgan Stanley & Co. Incorporated; Oppenheimer & Co., Inc.; RB Dain Rauscher Inc.; Scotia Capital, Inc.; SG Cowen Securities Corporation; The Royal Bank of

Scotland PLC; U.S. Bancorp Piper Jaffray Inc.; UBS Securities LLC; and Wachovia Capital Markets, LLC.

- XI. Unions: NONE.
- XII. Counterparties to Major Leases: LaSalle National Bank.
- XIII. Counterparties to Major Contracts: American Electric Power (AEP OK); Alabama Power Co.; AT&T Corporation; AT&T Solutions, Inc.; AT&T Wireless; Honeywell International; Kokomo Gas & Fuel Company IN; Nextel Communications; PSE&G NJ; SBC Ameritech; SBC Global Services, Inc.; Southern California Edison; State of Indiana; Timer Warner; TXU Energy Retail Company LP; Verizon; Anexbusiness Corp.; Clifford Electronics, Inc.; Intel Corporation; Matsushita Electric Corporation of America; Nokia Corporation; North American Philips Corporation; Standard Research Institute International (SRI Intl); and Toshiba Corporation.
- XIV. Major Lenders: Banc One Capital Markets, Inc.; ABN AMRO Bank N.V.; The Bank of Tokyo-Mitsubishi, Ltd.; JPMorgan Bank, N.A.; Wachovia Bank, National Association; Whitney National Bank; Citicorp Securities, Inc.; First Chicago Capital Markets, Inc.; Dai-Ichi Kangyo Trust Company of New York; Bianco Bibao Vizcaya Argentaria, S.A.; Banco Santander Central Hispano S.A.; Bank of America, N.A.; Bank of New York; Bank of Nova Scotia; Barclays Bank PLC; BNP Paribas; Calyon New York Branch (f/k/a Credit Lyonnais); CapitalSource Finance LLC; Cargill Financial Services International, Inc.; Citibank N.A.; Commerzbank Aktiengesellschaft New York; Deutsche Bank AG; Deutsche Bank & Trust Company of America; Goldman Sachs Credit Partners L.P.; Gulf Stream-Compass CLO 2004-1, Ltd.; Gulf Stream-Compass CLO 2005-1, Ltd.; HSBC Bank USA, National Association; KeyBank National Association; Mizuho Corporate Bannk Ltd., (f/k/a DKB); Morgan Stanley Senior Fundings, Inc.; Societe Generale SA New York; Sumitomo Mitsui Banking Corporation; UFJ Bank Limited; AMMC CLO; Atrium; Callidus Debt Partners CDO Fund I; Galaxy; ING Investment Management; Lincoln National Life Insurance Co.; National City Bank; Octagon Investment Partners; PNC Bank, N.A.; Principal Funding I, LLC; Q Funding III L.P.; R2 Top Hat, Ltd.; Rosemont CLO, Ltd.; Stanfield; SunTrust Bank Altanta; TCW; and Thrivent High Yield.
- XV. State and Other Government Authorities: Minnesota Pollution Control Agency.
- XVI. Potential Interested Parties: NONE.
- XVII. Major Litigation Parties: Chase-Orr, Kimberly; Republic Waste Industries, Inc. (a/k/a Autonation); Eaton Corporation; HPI; ICG; Lockheed Martin Corp.; Martinex, Jose Angel Mata; Meritt, James and Bonnie; Paragon/CJR; Phillips, Robert; William P. Edwards; Bentley Rolls-Royce; Jones, David; Land Rover; State of New York; Arnold & Porter; Brown, Jonathan; Invensys; Jonathan B. Taylor, Esq.; and Stewart, Andrew.

XVIII. Holders of 5% or More of the Equity Securities of the Company: Dodge & Cox; and State Street Bank and Trust Company.

XIX. Holders of 5% or More of Insurance Notes of the Company: First Clear; Lehman Brothers, Inc.; Mellon Trust; and Pershing LLC.

XX. Objecting/Adverse Parties/Postpetition Parties: Avenue Capital Group; Benteler Automotive Corp.; Concordia Advisors LLC; Cyrus Capital Partners; D.E. Shaw and Co.; Flextronics Technology (M) SDN BHD; Mercedes-Benz International, Inc.; SBC Communications, Inc.; Wilmington Trust Company; BASF Corporation; Raiffeisen Kapitalange-Gesellschaft GmbH; Sumitomo Corporation of America; TRW Vehicle Safety Systems, Inc.; Barnes Group, Inc.; Castrol Industrial North America, Inc.; Daewoo International (America) Corp.; Sojitz Corporation of America; Sony Electronics, Inc.; Pullman Bank and Trust Company; and Law Debenture Trust Company of New York.

XXI. Master Service List and 2002 List: Cerberus Capital Management, L.P.; Jefferies & Company, Inc.; Latham & Watkins LLP; McDermott Will & Emery LLP; Seyfarth Shaw LLP; Solelectron Corporation; Veritas Software Corporation; Weil, Gotshal & Manges LLP; America Online, Inc.; Cornell University; Excel Global Logistics, Inc.; Foster Electric USA, Inc.; ICX Corporation; Nova Chemicals, Inc.; Oracle USA, Inc.; SAP America, Inc.; Schunk Graphite Technology; The Proctor & Gamble Company; and Toshiba America Electronica Components, Inc.

19. Some of our attorneys, in the context of their personal finances, may directly or indirectly own publicly traded securities in the Debtors or certain non-Debtor Interested Parties. We have not listed or inquired about those connections with specificity because we do not believe they have any bearing on our representation of Delphi with respect to the IT Outsourcing Services.⁸

20. To the best of my knowledge, neither Mayer, Brown, nor its partners, counsel, or associates have any connections to (A) the Assistant U.S. Trustee for Region 2, her staff, or individuals employed by the Office of the United States Trustee for the Southern District of New York, Manhattan and White Plains divisions, or (B) the Bankruptcy Judge presiding over these chapter 11 cases or his chambers staff.

⁸ I should note that Mayer, Brown has a long-standing policy prohibiting all of its lawyers and support staff from using confidential information that may come to their attention in the course of their work. In this regard all Mayer, Brown personnel are subject to certain ethical constraints, including a bar from trading in securities with respect to which they possess confidential information.

21. Mayer, Brown is one of the world's major law firms and has a diverse client base. Indeed, in calendar year 2005, no single client (including affiliates) accounted for more than 3% of Mayer, Brown's total time billed for that period. With the exception of Ernst & Young; Bank of America; AT&T; Wal-Mart; Wachovia; General Motors and Merrill Lynch, from the list of Interested Parties that has been searched, no single client referenced in this Declaration accounted for more than 1% of Mayer, Brown's total time billed for 2005 and, of that group, only Ernst & Young, Bank of America and AT&T accounted for more than 1.5% of total billings for 2005.

22. Supplementing the disclosures set forth in paragraphs 14 through 21 above, Mayer, Brown appears in cases, proceedings, and transactions involving many different professionals, including attorneys, accountants, financial consultants, real estate consultants, and investment bankers, some of which may represent Interested Parties or are themselves Interested Parties. Included among those professionals are Skadden, Shearman, O'Melveny, Simpson Thacher & Bartlett LLP (counsel for the agent under the Debtors' prepetition credit facility), Davis Polk & Wardwell (counsel for the agent under the Debtors' postpetition credit facility), Latham & Watkins (counsel for the Official Committee of Unsecured Creditors), FTI Consulting, Inc. (the Debtors' restructuring and financial advisors), and Rothschild Inc. (the Debtors' financial advisor and investment banker). As disclosed in paragraph 17 above, certain of those professionals are or have been direct clients of Mayer, Brown in matters unrelated to the Debtors. In addition, Mayer, Brown has in the past appeared, currently appears, and in the future is likely to appear in matters in which Mayer, Brown represents the same entity, a related entity, or an entity adverse to those represented by other professionals who are Interested Parties or by

other professionals that the Debtors have retained or may seek to retain or are otherwise involved in these chapter 11 cases.

23. These chapter 11 cases involve hundreds of suppliers, vendors, landlords, service providers, employees, creditors, and other parties in interest and entities referenced in Bankruptcy Rule 2014(a). Mayer, Brown is continuing and will continue to review potential conflicts and connections with those entities in accordance with the Mayer, Brown Disclosure Procedures and will file supplemental disclosures as appropriate.

24. Based upon the search conducted to date in accordance with the Mayer, Brown Disclosure Procedures, I submit that (A) none of Mayer, Brown's representations or other connections disclosed herein have resulted or will result in any actual or potential conflict of interest herein, which have not already been consented to and/or expressly waived by the Debtors, and (B) neither I, nor Mayer, Brown or any partner, counsel, or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or to their estates with respect to the matters on which Mayer, Brown is to be employed.

Mayer, Brown's Rates and Billing Practices

25. Mayer, Brown categorizes its billings by subject matter, in compliance with the applicable guidelines of the Office of the United States Trustee (the "U.S. Trustee Guidelines"). Mayer, Brown acknowledges that its compensation in the Debtor's cases is subject to approval of this Court in accordance with applicable law and court rules and orders, including Section 330 of the Bankruptcy Code, Bankruptcy Rule 2016, and the U.S. Trustee Guidelines.

26. Mayer, Brown's hourly rates are set at a level designed to fairly compensate Mayer, Brown for the work of its attorneys, paralegals and other paraprofessionals, and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by Mayer, Brown from time to time. Mayer, Brown's

hourly rates for the lawyers expected to provide the IT Outsourcing Services range from \$580 to \$260, \$225 for paralegals and \$40 for most other paraprofessionals. As set forth in the Engagement Letter (attached as Exhibit 1 to the Application), these hourly rates will remain in effect until the earlier of the completion of the ITO Project (as defined therein) and January 7, 2007.⁹ As further set forth in the Engagement Letter, Mayer, Brown has agreed to provide a 5% discount of fees for the first \$500,000 of fees and a 10% discount for fees that exceed \$500,000.

27. No promises have been received by Mayer, Brown or any of its affiliates as to payment or compensation in connection with these cases other than in accordance with the Bankruptcy Code, Bankruptcy Rules, Local Rules, U.S. Trustee Guidelines, and orders of this Court. Mayer, Brown has neither shared, nor agreed to share, with any person other than partners and employees of Mayer, Brown, any compensation or reimbursements to be received by Mayer, Brown in connection with its services rendered in these cases.

28. I acknowledge that all amounts paid to Mayer, Brown during these chapter 11 cases are subject to final allowance by this Court. In the event that any fees paid or expenses reimbursed to Mayer, Brown during these chapter 11 cases are disallowed, those amounts will be disgorged by Mayer, Brown and returned to the Debtors or as otherwise ordered by the Court.

29. By reason of the foregoing, I believe that Mayer, Brown is eligible for employment and retention by the Debtors pursuant to Section 327(e) of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Bankruptcy Rules.

30. The foregoing constitutes the Declaration of Mayer, Brown pursuant to Section 329 of the Bankruptcy Code and Rules 2014(a) and 2016(b) of the Bankruptcy Rules.

⁹ With respect to IT Outsourcing Services, if any, provided after January 1, 2007, Mayer, Brown reserves the right to adjust its hourly rates in accordance with the firm's annual, general adjustment to its attorneys' and paraprofessional rates as may be made thereafter.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 21, 2006
Chicago, Illinois

Mayer, Brown, Rowe & Maw LLP

/s/ Paul J.N. Roy

Paul J.N. Roy

Exhibit A

Conflicts Entities for Project Motown

I. Domestic Subsidiaries

1. AMBRAKE Corporation (Delaware)
2. Ambrake GP, Inc. (Kentucky)
3. Ambrake Manufacturing, Ltd. (Kentucky)
4. ASEC Manufacturing General Partnership (Delaware)
5. ASEC Sales General Partnership (Delaware)
6. Aspire, Inc. (Michigan)
7. CEI Co., Ltd. (Tennessee)
8. Delco Electronics LLC (Delaware)
9. Delco Electronics Overseas Corporation (Delaware)
10. Delphi Automotive Systems - Ashimori LLC (Michigan)
11. Delphi Automotive Systems (Holding), Inc. (Delaware)
12. Delphi Automotive Systems Global (Holding), Inc. (Delaware)
13. Delphi Automotive Systems Human Resources LLC (Delaware)
14. Delphi Automotive Systems International, Inc. (Delaware)
15. Delphi Automotive Systems Korea, Inc. (Delaware)
16. Delphi Automotive Systems LLC (Delaware)
17. Delphi Automotive Systems Overseas Corporation (Delaware)
18. Delphi Automotive Systems Risk Management Corp. (Delaware)
19. Delphi Automotive Systems Services LLC (Delaware)
20. Delphi Automotive Systems Tennessee, Inc. (Delaware)
21. Delphi Automotive Systems Thailand, Inc. (Delaware)
22. Delphi China LLC (Delaware)
23. Delphi Connection Systems (California)
24. Delphi Corporation
25. Delphi Diesel Systems Corp. (Delaware)
26. Delphi Electronics (Holding) LLC (Delaware)
27. Delphi Foreign Sales Corporation (Virgin Islands)
28. Delphi Furukawa Wiring Systems LLC (Delaware)
29. Delphi Integrated Service Solutions, Inc. (Michigan)
30. Delphi International Holdings Corp. (Delaware)
31. Delphi International Services, Inc. (Delaware)
32. Delphi Liquidation Holding Company
33. Delphi LLC (Delaware)
34. Delphi Mechatronic Systems, Inc. (Delaware)
35. Delphi Medical Systems Colorado Corporation (Colorado)
36. Delphi Medical Systems Corporation (Delaware)
37. Delphi NY Holdings Corporation (New York)
38. Delphi Receivables LLC (Delaware)
39. Delphi Services Holding Corporation (Delaware)
40. Delphi Technologies, Inc. (Delaware)
41. Delphi Trust I (Delaware)

42. Delphi Trust II (Delaware)
43. Delphi Trust III (Delaware)
44. Delphi Trust IV (Delaware)
45. DREAL, Inc. (Delaware)
46. EnerDel, Inc. (Delaware)
47. Environmental Catalysts, LLC (Delaware)
48. Exhaust Systems Corporation (Delaware)
49. HE Microwave LLC (Delaware)
50. InPlay Technologies, Inc. (Nevada)
51. MobileAria, Inc. (Delaware)
52. Packard Hughes Interconnect Company (Delaware)
53. PBR Knoxville L.L.C. (Delaware)
54. Specialty Electronics International Ltd. (Virgin Islands)
55. Specialty Electronics, Inc. (South Carolina)
56. Delphi Medical Systems Texas Corporation

II. Foreign Subsidiaries

57. Alambrados y Circuitos Eléctricos, S.A. de C.V. (Mexico)
58. Arcomex S.A. de C.V. (Mexico)
59. Arneses Electricos Automotrices, S.A. de C.V. (Mexico)
60. AS Catalizadores Ambientales S.A. de C.V. (Mexico)
61. ASEC Manfacturing (Thailand) Ltd. (Thailand)
62. ASEC Private Limited (India)
63. Ashimori Industry Co., Ltd. (Japan)
64. Autoensambles y Logistica, S.A. de C.V. (Mexico)
65. Beijing Delphi Technology Development Company, Ltd. (Peoples Republic of China)
66. Beijing Delphi Wan Yuan Engine Management Systems Company, Ltd. (Peoples Republic of China)
67. BGMD Servicos Automotivos Ltda. (Brazil)
68. BlueStar Battery Systems International Corp. (Canada)
69. Bujias Mexicanas, S.A. de C.V. (Mexico)
70. Cabilena, S.L (Spain)
71. Calsonic Harrison Co., Ltd. (Japan)
72. Centro Técnico Herramental, S.A. de C.V. (Mexico)
73. Closed Joint Stock Company PES/SCC (Russian Federation)
74. Condura, S. de R.L. (Mexico)
75. Controladora Chihuahuense, S. de R.L. de C.V. (Mexico)
76. Controladora de Alambrados y Circuitos Eléctricos, S. de R.L. de C.V. (Mexico)
77. Controladora de Alambrados y Circuitos, S. de R.L. de C.V. (Mexico)
78. Controladora de Rio Brave, S. de R.L. de C.V. (Mexico)
79. Controladora Vesfron, S. de R.L. de C.V. (Mexico)
80. Cordaflex Espana, S.A. (Spain)
81. Cordaflex, S.A. de C.V. (Mexico)
82. Daehan Electronics Yantai Co., Ltd. (Peoples Republic of China)

83. Daesung Electric Co., Ltd. (Korea)
84. Daewoo Motor Co., Ltd. (Korea)
85. Del Tech Co., Ltd. (Korea)
86. Delphi (China) Technical Centre Co. Ltd. (Peoples Republic of China)
87. Delphi Administración, S.A. de C.V. (Mexico)
88. Delphi Alambrados Automotrices, S.A. de C.V. (Mexico)
89. Delphi Automotive Systems - Portugal S.A. (Portugal)
90. Delphi Automotive Systems (China) Holding Company Limited (Peoples Republic of China)
91. Delphi Automotive Systems (Netherlands) B.V. (Netherlands)
92. Delphi Automotive Systems (Thailand) Ltd. (Thailand)
93. Delphi Automotive Systems Australia Ltd. (Australia)
94. Delphi Automotive Systems Cinq SAS (France)
95. Delphi Automotive Systems Deutschland Verwaltungs GmbH (Federal Republic of Germany)
96. Delphi Automotive Systems do Brasil Ltda. (Brazil)
97. Delphi Automotive Systems Espana S.L. (Spain)
98. Delphi Automotive Systems Holding GmbH (Austria)
99. Delphi Automotive Systems Huit SAS (France)
100. Delphi Automotive Systems Japan, Ltd. (Japan)
101. Delphi Automotive Systems Limited Sirketi (Turkey)
102. Delphi Automotive Systems Luxembourg S.A. (Luxembourg)
103. Delphi Automotive Systems Maroc (Morocco)
104. Delphi Automotive Systems Neuf SAS (France)
105. Delphi Automotive Systems Philippines, Inc. (Philippines)
106. Delphi Automotive Systems Private Ltd. (India)
107. Delphi Automotive Systems Singapore Investments Pte. Ltd. (Singapore)
108. Delphi Automotive Systems Singapore Pte Ltd. (Singapore)
109. Delphi Automotive Systems Sweden AB (Sweden)
110. Delphi Automotive Systems UK Limited (England and Wales)
111. Delphi Automotive Systems Vienna GmbH (Austria)
112. Delphi Automotive Systems, S.A. de C.V. (Mexico)
113. Delphi Automotive Systems/Ashimori de Mexico, S.A. de C.V. (Mexico)
114. Delphi Automotive Systems-Portugal S.A. (Portugal)
115. Delphi Belgium N.V. (Belgium)
116. Delphi Cableados, S.A. de C.V. (Mexico)
117. Delphi Calsonic Compressors, S.A.S. (France)
118. Delphi Canada Inc. (Ontario)
119. Delphi Catalyst South Africa (Proprietary) Limited (South Africa)
120. Delphi Connection Systems - Tijuana, S.A. de C.V. (Mexico)
121. Delphi Controladora, S.A. de C.V. (Mexico)
122. Delphi Czech Republic, k.s. (Czech Republic)
123. Delphi Daesung Wuxi Electronics Co., Ltd. (Peoples Republic of China)
124. Delphi de Mexico, S.A. de C.V. (Mexico)

125. Delphi Delco Electronic Systems Suzhou Co., Ltd. (Peoples Republic of China)
126. Delphi Delco Electronics de Mexico, S.A. de C.V. (Mexico)
127. Delphi Delco Electronics Europe GmbH (Federal Republic of Germany)
128. Delphi Deutschland GmbH (Federal Republic of Germany)
129. Delphi Deutschland Technologies GmbH (Federal Republic of Germany)
130. Delphi Diesel Body Systems Mexico, S.A. de C.V. (Mexico)
131. Delphi Diesel Systems Corporativo IDSA, S.A. de C.V. (Mexico)
132. Delphi Diesel Systems do Brasil Ltda. (Brazil)
133. Delphi Diesel Systems France SAS (France)
134. Delphi Diesel Systems Korea Ltd. (Korea)
135. Delphi Diesel Systems Limited (England and Wales)
136. Delphi Diesel Systems Pakistan (Private) Limited (Pakistan)
137. Delphi Diesel Systems Pension Trustees Limited (England and Wales)
138. Delphi Diesel Systems S.L. (Spain)
139. Delphi Diesel Systems Service Mexico, S.A. de C.V. (Mexico)
140. Delphi Electronic Suzhou Co. Ltd. (Peoples Republic of China)
141. Delphi Ensamble de Cables y Componentes, S. de R.L. de C.V. (Mexico)
142. Delphi France Holding SAS (France)
143. Delphi France SAS (France)
144. Delphi Harrison Calsonic, S.A. (France)
145. Delphi Holding GmbH (Austria)
146. Delphi Holding Hungary Asset Management Limited Liability Company (Hungary)
147. Delphi Holdings Luxembourg S.ar.l. (Luxembourg)
148. Delphi Insurance Limited (Ireland)
149. Delphi Interior Systems de Mexico, S.A. de C.V. (Mexico)
150. Delphi International Holdings Corporation Luxembourg S.C.S. (Luxembourg)
151. Delphi Italia Automotive Systems S.r.l. (Republic of Italy)
152. Delphi Korea Corporation (Korea)
153. Delphi Lockheed Automotive Limited (England and Wales)
154. Delphi Lockheed Automotive Pension Trustees Limited (England and Wales)
155. Delphi Otomotiv Sistemleri Sanayi ve Ticaret Anonim Sirket (Turkey)
156. Delphi Packard Austria GmbH & Co. KG (Austria)
157. Delphi Packard Electric Sielin Argentina S.A. (Argentina)
158. Delphi Packard Electric (Malaysia) Sdn. Bhd. (Malaysia)
159. Delphi Packard Electric Ceska Republika, S.R.O. (Czech Republic)
160. Delphi Packard Electric Systems Company Ltd. (Peoples Republic of China)
161. Delphi Packard España, SLU (Spain)
162. Delphi Packard Hungary Kft (Hungary)
163. Delphi Packard Romania SRL (Romania)
164. Delphi Poland S.A. (Poland)
165. Delphi Polska Automotive Systems Sp. z.o.o. (Poland)
166. Delphi Saginaw Lingyun Drive Shaft Co., Ltd. (Peoples Republic of China)
167. Delphi Saginaw Steering Systems UK Limited (England and Wales)

168. Delphi Shanghai Dynamics and Propulsion Systems Co. Ltd. (Peoples Republic of China)
169. Delphi Sistemas de Energia, S.A. de C.V. (Mexico)
170. Delphi Slovensko s.r.o. (Slovak Republic)
171. Delphi Tychy Sp. z.o.o. (Poland)
172. Delphi-Calsonic Hungary Manufacturing Limited Liability Company (Hungary)
173. Delphi-TVS Diesel Systems Ltd. (India)
174. DEOC Pension Trustees Limited (England and Wales)
175. Diavia Aire, S.A. (Spain)
176. Electrotecnica Famar S.A.C.I.I.E. (Argentina)
177. Famar do Brasil Comercio e Representacao Ltda. (Brazil)
178. Famar Fueguina, S.A. (Argentina)
179. FUBA Automotive GmbH & Co. KG (Federal Republic of Germany)
180. Gabriel de Mexico, S.A. de C.V. (Mexico)
181. Grundig Car InterMedia System GmbH (Federal Republic of Germany)
182. Grundig Sistemas de Electronica Lda., Portugal (Portugal)
183. Holdcar S.A. (Argentina)
184. Inmobiliaria Marlis, S.A. (Mexico)
185. Inmuebles Wagon, S.A. (Mexico)
186. Interessengemeinschaft fur Rundfunkschutzrechte GmbH Schutzrechtsverwertung & Co. KG (Federal Republic of Germany)
187. Katcon, S.A. de C.V. (Mexico)
188. KDAC (Thailand) Company Limited (Thailand)
189. KDS Company, Ltd. (Korea)
190. Korea Delphi Automotive Systems Corporation (Korea)
191. Korea Technology Bank Network (Korea)
192. Liverpool Branch of Delco Electronics Overseas Corporation
193. Mecel AB (Sweden)
194. Moscow Branch of Delphi Automotive Systems Overseas Corporation
195. Noteco Comercio e Participacoes Ltda. (Brazil)
196. NSK Ltd. (Japan)
197. On Se Telecom Co. Ltd. (Korea)
198. P.T. Delphi Automotive Systems Indonesia (Indonesia)
199. Packard Korea Incorporated (Korea)
200. Productos Delco de Chihuahua, S.A. de C.V. (Mexico)
201. Promotora de Partes Electricas Automotrices S.A. de C.V. (Mexico)
202. PROSTEP AG (Federal Republic of Germany)
203. Proveedora de Electricidad de Occidente, S.A. de C.V. (Mexico)
204. Qingdao Daesung Electronic (Peoples Republic of China)
205. Rio Bravo Eléctricos, S.A. de C.V. (Mexico)
206. Shanghai Delco Electronics & Instrumentation Co., Ltd. (Peoples Republic of China)
207. Shanghai Delphi Automotive Air-conditioning Systems Co., Ltd. (Peoples Republic of China)
208. Shanghai Delphi Emission Control Systems Company, Ltd. (Peoples Republic of China)

- 209. Shanghai-Delphi Automotive Door Systems Co., Ltd. (Peoples Republic of China)
- 210. Shengyang Huali Automotive Air-conditioning Co. Ltd. (Peoples Republic of China)
- 211. Sistemas Electricos y Conmutadores, S.A. de C.V. (Mexico)
- 212. Speciality Electronics (Singapore) Pte Ltd. (Singapore)
- 213. Taiwan Representative Office of Delphi Automotive Systems International, Inc. (Peoples Republic of China)
- 214. TECCOM GmbH (Federal Republic of Germany)
- 215. TecDoc Information Systems GmbH (Federal Republic of Germany)
- 216. Termoelectrica del Golfo, S. de R.L. de C.V. (Mexico)
- 217. Thailwil, Switzerland Branch of Delphi International Services, Inc.
- 218. Unterstutzungsgesellschaft der Kabelwerke Reinshagen GmbH (Federal Republic of Germany)
- 219. Wuhan Shenlong Automotive Air-conditioning Co. Ltd. (Peoples Republic of China)
- 220. Yeon Kyung Electronics Co., Ltd. (Korea)

III. Joint Owners of Subsidiaries

- 221. Akebono Corporation - North America
- 222. Ashimori America, Inc.
- 223. Calsonic International Inc.
- 224. Calsonic Corporation
- 225. Dunlap, Robert Terren
- 226. Enerl, Inc.
- 227. Furukawa Electric North America APD, Inc.
- 228. Kalkowitz, Dan
- 229. Mayfield Fund
- 230. O'Gara, Thomas M.
- 231. Palm, Inc.
- 232. PBR Tennessee, Inc.
- 233. Raytheon Company
- 234. Royce & Associates
- 235. RS Investments Management
- 236. Van Zeeland, Anthony J.

IV. Directors, Officers and Key Executives

- 237. Atul Pasricha
- 238. Bernd Gottschalk
- 239. Bette M. Walker
- 240. Bradley J. Maggart
- 241. Brian Eichenlaub
- 242. Choon T. Chon
- 243. Craig G. Naylor
- 244. Cynthia A. Niekamp
- 245. David A. Burgner
- 246. David B. Wohleen

- 247. David C. Barbeau
- 248. David N. Farr
- 249. Diane L. Kaye
- 250. Doug Gruber
- 251. Doug Parnell
- 252. Earl Diem
- 253. Edson Brasil
- 254. F. Timothy Richards
- 255. Francisco A. (Frank) Ordoñez
- 256. Gary Abusamra
- 257. Gregory D. Kochendorfer
- 258. Guy C. Hachey
- 259. James A. Bertrand
- 260. James A. Spencer
- 261. James P. Whitson
- 262. Jeffrey J. Owens
- 263. John D. Opie
- 264. John D. Sheehan
- 265. John Guevara
- 266. John P. Arle
- 267. Jonathan B. DeGaynor
- 268. Jose Avila
- 269. Karen L. Healy
- 270. Kevin M. Butler
- 271. Logan G. Robinson
- 272. Lucia V. Moretti
- 273. Mark C. Lorenz
- 274. Mark R. Weber
- 275. Mark Shasteen
- 276. Mark Theriot
- 277. Michael Simon
- 278. Oscar de Paula Bernardes Neto
- 279. R. David Nelson
- 280. Robert H. Brust
- 281. Robert J. Remenar
- 282. Robert Morgan
- 283. Robert S. (Steve) Miller Jr.
- 284. Rodney O'Neal
- 285. Roger S. Penske
- 286. Ronald M. Pirtle
- 287. Shoichiro Irimajiri
- 288. Virgis W. Colbert
- 289. Volker J. Barth
- 290. William Wrubel

- 291. A.E. Billis
- 292. A.N. Gardner
- 293. Alan S. Dawes
- 294. Allen D. Flowers
- 295. Brian P. O'Neill
- 296. Burton J. Valanty
- 297. Charu Manocha
- 298. Dae Un Lee
- 299. David J. Jones
- 300. Denise Olbrecht
- 301. Derek Kolano
- 302. Derrick M. Williams
- 303. Donald L. Runkle
- 304. Elizabeth M. Schwarting
- 305. F.H. Cooke
- 306. Faris Alsagoff
- 307. Frank A. Ordonez
- 308. Frank Gango
- 309. Gabor Janos Deak
- 310. Gail K. Miller
- 311. Haim Feigenbaum
- 312. Ian Scott
- 313. J.E. Jackson
- 314. J.L. Williamson
- 315. J.T. Battenberg III
- 316. James W. Borzi
- 317. Jeffery M. Krause
- 318. Jeffery Parsons
- 319. Jerry Sonnonstine
- 320. Jimmy C. Chen
- 321. Jimmy L. Funke, Esq.
- 322. Jinya Chen Esq.
- 323. John A. Passante
- 324. John G. Blahnik
- 325. John M. Fuerst
- 326. John Short
- 327. Jose Maria Alapont
- 328. Joseph P. Gumina
- 329. Karen McClain
- 330. Kevin R. Heigel
- 331. Laura Marion
- 332. Lothar Veeser
- 333. Majorie Harris Loeb
- 334. Marc C. McGuire, Esq.

- 335. Maria Conor-Freeman
- 336. Martin Conlon
- 337. Mary A. Gray
- 338. Max Rogers
- 339. Michael A. Shader
- 340. Michael Beckett
- 341. Michael T. Reagan
- 342. Mike Balsei
- 343. Mike Rayne
- 344. Milan E. Belans II
- 345. Myung Hwan Yoon
- 346. Nick Hotchkin
- 347. Pamela M. Geller
- 348. Patricia C. Sueltz
- 349. Paul S. Milburn
- 350. Peter H. Janak
- 351. Phillippe Desnos
- 352. R. Scott Bailey
- 353. R.A. Young
- 354. R.E. Hathaway
- 355. Rainer Hermeling
- 356. Richard A. Franzi
- 357. Richard Brown
- 358. Richard E. Erwin
- 359. Richard J. Zablocki
- 360. Richard Jok
- 361. Robert H. Sparks
- 362. Robert Katz, Esq.
- 363. Roberto Edwin Berry
- 364. Ronald E. Jobe
- 365. Russel W.H. Bailey
- 366. Sandeep Manocha
- 367. Sarah J. Salrin
- 368. Sean P. Corcoran
- 369. Shuji Hayashida
- 370. Stephen L. Davey
- 371. Steve D. Clemons
- 372. Susan A. McLaughlin
- 373. Theodore H. Lewis
- 374. Thomas D. Goodman
- 375. Thomas N. Twomey
- 376. Timothy J. Knutson
- 377. William D. Cornwell
- 378. William Steven Bowers

- 379. Wolfgang Humbeck
- 380. Andrew Brown, Jr.
- 381. Arthur Russell Jackson
- 382. Carrie Anderson
- 383. Christopher P. Arkwright
- 384. David Knill
- 385. David Maschoff
- 386. F. Thomas Springer
- 387. F. Thomas Sprunger
- 388. Fred J. Bellar III
- 389. Gregory R. Richards
- 390. Henry A. Sullivan
- 391. James H. Hindels
- 392. Jeffery M. Overly
- 393. Jeffery R. Chadwick
- 394. John A. Jaffurs
- 395. John Robert Roland, Jr.
- 396. Linos Jacovides
- 397. Mark S. Kamischke
- 398. Michael L. Schuppe
- 399. Milton R. Scheffler
- 400. Pam Pitsenbarger
- 401. Patrick Griffin
- 402. Robert C. Walker
- 403. Samuel H. Hall Jr.
- 404. Timothy G. Forbes
- 405. David Sherbin
- 406. Robert Dellinger

V. Customers

- 407. Aftermarket Technology Corp.
- 408. American Axle and Manufacturing Holdings Inc.
- 409. Arvinmeritor Inc.
- 410. AZ Automotive Corp.
- 411. Benteler Industries, Inc.
- 412. BMW
- 413. Caterpillar Inc.
- 414. Collins & Aikman Corp.
- 415. Cummins Inc.
- 416. Daewoo Motor
- 417. Daijatsu
- 418. DaimlerChrysler Corp., US
- 419. DBM Technologies, Inc.
- 420. Delphi Allied Sales

- 421. Denso
- 422. Fiat Group
- 423. Ford Motor Co.
- 424. Fuji Heavy Industries
- 425. General Motors Corp.
- 426. GM Powertrain
- 427. GMIO
- 428. GMNA
- 429. GMNAO
- 430. GMSPO
- 431. Harley Davidson
- 432. Honda of America Mfg., Inc.
- 433. Hyundai Motor America
- 434. Isuzu Group
- 435. Kautex Textron
- 436. Lear Corporation Automotive Systems
- 437. Intier Automotive Inc.
- 438. Magna International Inc.
- 439. Mitsubishi Motors of America Credit Co.
- 440. Modatek
- 441. Navistar International Corporation
- 442. Nissan North America Inc.
- 443. Paccar
- 444. Power & Signal Group
- 445. Promotora
- 446. PSA Group
- 447. Renault
- 448. Rover
- 449. Suzuki Group
- 450. Takata
- 451. Tenneco, Inc.
- 452. Toyota Motor Credit Corporation
- 453. TRW
- 454. Volvo Truck
- 455. VW Group
- 456. Yorozu
- 457. American Alliance of Service Providers (AASP)
- 458. Agfa Corporation
- 459. Agfa-Gevaert N.V.
- 460. Agilent Tech. (M) SDN BHD
- 461. Aksys, Ltd.
- 462. American Discount Supply, Inc.
- 463. Applied Biosystems
- 464. Automotive Training Schools

- 465. Brite Smile
- 466. Cambrex Bio Science
- 467. Cami Automotive Inc.
- 468. Cardinal Health
- 469. Caterpillar Engine Systems
- 470. Coinstar, Inc.
- 471. Elgin Industries
- 472. Everest Biomedical Instruments
- 473. ForHealth Technologies, Inc.
- 474. Haemoscope Corporation
- 475. Helicor, Inc.
- 476. Hewlett-Packard Co.
- 477. HP Financial Services
- 478. Independent Auto Parts (IAPA)
- 479. Inogen
- 480. INO Therapeutics
- 481. InterAmerican Trade Corp.
- 482. International Truck & Engine
- 483. John Deere
- 484. Johnson Controls Inc. (JCI)
- 485. Key Safety Systems, Inc.
- 486. KLA Tencor Corp.
- 487. KS Centoco
- 488. L-3 Communications
- 489. LeftHand Networks
- 490. Matco Tools
- 491. Medical Simulation Corporation
- 492. Medrad Inc.
- 493. Medtronic Navigation
- 494. Melling Tool Company
- 495. Michael Baker, Inc.
- 496. National Auto Radiator
- 497. Niton Corporation
- 498. NuVasive, Inc.
- 499. Ophthonix, Inc.
- 500. Particle Measuring Systems, Inc.
- 501. Point 5 Technologies
- 502. Precision Turbo & Engine Rob.
- 503. Rescue Technology
- 504. Reviva Labs
- 505. S.E. Power Systems Orlando
- 506. StorageTek
- 507. Sun Refining & Marketing
- 508. Sunrise Medical HHG, Inc./Sunrise Medical Ltd.

- 509. Tamsco, Inc.
- 510. Technologia Modificada SA de Caterpillar
- 511. Tire Industry Foundation
- 512. USA Technologies, Inc.
- 513. Verilink Corporation
- 514. Volvo Do Brazil Veiculos Ltda.
- 515. Volvo Parts North America, Inc.
- 516. Wheeler Brothers, Inc.

VI. Insurance Providers

- 517. ACE American Insurance Company
- 518. AIG/American International Group, Inc.
- 519. Allied World Assurance Company, AWAC
- 520. American International Companies
- 521. AON (Bermuda) Limited
- 522. AON Risk Services of Illinois
- 523. AON Risk Services, Inc.
- 524. Blue Cross Blue Shield of Michigan
- 525. CIGNA Behavioral Health
- 526. CIGNA Corp.
- 527. Cole Managed Vision
- 528. David Vision
- 529. Delta Dental Plans Association
- 530. Green Shields Canada
- 531. Health Solutions
- 532. Health Plus
- 533. Hewitt Associates
- 534. JLT Services
- 535. Lexington Insurance Companies
- 536. M-Plan
- 537. Medco Health Solutions Inc.
- 538. The Medstat Group Inc.
- 539. MetLife
- 540. National Foot Care
- 541. NCQA (National Committee for Quality Assurance)
- 542. New York Workers Compensation Board
- 543. Scantron
- 544. SHPPS/Health International
- 545. Starr Excess Liability Insurance Intl. Limited
- 546. St. Paul Fire & Marine Insurance Compan
- 547. St. Paul (Bermuda), Ltd.
- 548. TGI Direct
- 549. Towers Perrin
- 550. United Health Group

- 551. University of Michigan
- 552. Value Behavioral Health (Value Options)
- 553. Zurich American Insurance Company
- 554. ACE USA
- 555. AIG World Source
- 556. Allianz of America Corporation
- 557. American International Specialty Lines Insurance Company
- 558. Bermuda Markets
- 559. CAN Insurance Services (CIS)
- 560. GEP
- 561. Gulf Underwriters Insurance Company
- 562. Hanover Inc.
- 563. HDI Insurance Company
- 564. IRI
- 565. Liberty Mutual Insurance Company
- 566. Lloyds of London
- 567. Marsh USA, Inc. (Broker)
- 568. Tokio Marine
- 569. XL Global Reinsurance Company, Ltd.
- 570. AIG Excess Casualty North America (Lexington)
- 571. AIU, Inc.
- 572. American Home Assurance Co. (AIMA)
- 573. AON UK
- 574. Arch Insurance Group Inc.
- 575. AXIS
- 576. Canawill, Inc.
- 577. Chubb Custom Insurance
- 578. Continental Casualty Co. (C.N.A.)
- 579. Federal Ins. Co. (Chubb)
- 580. Great American Insurance Co.
- 581. Hanseatic Insurance Company (Bermuda) Ltd.
- 582. Ins. Co. of the State of Pennsylvania (AIG)
- 583. Marsh/Pentastar
- 584. National Union Fire Ins. Co. (AIG)
- 585. Pacific Employers Insurance Co. (ACE USA)
- 586. Steadfast Insurance Company (Zurich)
- 587. Swiss Re Insurance Company Ltd.
- 588. Twin City Fire Insurance (Hartford)
- 589. United State Aviation Insurance Group (USAIG)
- 590. US Specialty/HCC
- 591. ACE Insurance Co.
- 592. AIG WorldSource
- 593. Nation Union (AIG)
- 594. Amerada Hess Corporation

- 595. ANR Pipeline Company
- 596. Columbia Gas Transmission Corp.
- 597. Columbia Gas of Ohio
- 598. Coral Energy Resources, L.P.
- 599. East Ohio Gas Co.
- 600. Indiana Gas Company
- 601. Panhandle Eastern Pipeline Company
- 602. Seminole Energy Services
- 603. Sequent Energy Services
- 604. The Hartford
- 605. UGI Energy Servies
- 606. Union Gas System, Inc.
- 607. Vectren Energy

VII. Vendors

- 608. 3M Company
- 609. A Agrati SPA
- 610. Ab Skf
- 611. Abc Group Inc.
- 612. Acome Societe Cooperative De Produc
- 613. Advanced Micro Devices
- 614. Affinia Group Holdings Inc.
- 615. Aluminum Company of America, Inc. (ALCOA)
- 616. Alpine Group Inc.
- 617. Alps Electric Co. Ltd.
- 618. American President Lines Ltd.
- 619. Amtek Engineering Ltd.
- 620. Analog Devices Inc.
- 621. Android Industries LLC
- 622. Aplicaciones De Metales Sinterizado
- 623. Assembleon America Inc.
- 624. Autocam Corp.
- 625. Autoliv Asp Inc.
- 626. Beiersdorf AG
- 627. Binter SA
- 628. Boco Pty Ltd.
- 629. Bosch, Robert Stiftung Gmbg
- 630. Bosch Automotive Systems Corp.
- 631. Calsonic Kansei Corp.
- 632. Calsonic Kansei North America, Inc.
- 633. Carlisle Companies Inc.
- 634. Carringworth Ltd.
- 635. Centra Inc.
- 636. Cie Automotive Sa

- 637. Clarion Corp. of America
- 638. Contech
- 639. Continental Gummi-werke AG
- 640. Daewoo Heavy Industry America
- 641. Dayco Products LLC
- 642. DBG Tool & Machine
- 643. Deloitte & Touche
- 644. Denso International America, Inc.
- 645. Dhl Danzas Air & Ocean
- 646. Direct Sourcing Solutions
- 647. DMC 2 Canada Corporation
- 648. Dura Automotive Systems Inc.
- 649. Eco-Bat America LLC
- 650. Electronic Data Systems Corporation (EDS)
- 651. Engelhard Corporation
- 652. Essex Group Inc.
- 653. Feintool International Holding
- 654. Fountain Construction
- 655. Freescale Semiconductor Inc.
- 656. Furukawa Electric Co. Ltd., the
- 657. General Electric Capital Corporation
- 658. General Electric Co. Inc.
- 659. Georg Fischer AG
- 660. Great Lakes Tape Corp.
- 661. Green, Ernie Industries Inc.
- 662. Groupe Rencast
- 663. Hitachi Automotive Products, Ltd.
- 664. Hitachi Ltd.
- 665. Hitachi Chemical Asia Pacific
- 666. HSS LLC
- 667. Illinois Tool Works Inc.
- 668. Impala Platinum Holdings Ltd.
- 669. INA Bearing Group
- 670. Infineon Technologies AG
- 671. Intermet Corporate
- 672. ISI of Indiana Inc.
- 673. Johann Albert Freund
- 674. Kataman Metals Inc.
- 675. Kyocera
- 676. Leaseway Transfer Pool
- 677. Leopold Kostal GmbH & Co. Kg
- 678. Lexington Connector Seals
- 679. Linamar Corp.
- 680. Littlefuse Inc.

- 681. LS Cable Ltd.
- 682. Madison-kipp Corp.
- 683. Mahle GmbH
- 684. Markin Tubing
- 685. Metaldyne Corporation
- 686. Methode Electronics Inc.
- 687. Metropolitan Life Ins. Co.
- 688. Microsoft Services
- 689. Minebea Co. Ltd.
- 690. Molex Inc.
- 691. Motorola Inc.
- 692. Motorola Automotive
- 693. Multitronics Inc.
- 694. National Semiconductor Corporation
- 695. NEC Electronics Inc.
- 696. Nec Corp.
- 697. Niles Co. Ltd.
- 698. North American Operations
- 699. NSK Ltd.
- 700. Ogura Clutch Co. Ltd.
- 701. Olin Corp.
- 702. Paid Prescriptions LLC
- 703. Pam Dedicated Inc.
- 704. Panasonic Automotive Systems Company
- 705. PBR Automotive USA LLC
- 706. PBR Columbia LLC
- 707. PEK Co. Ltd.
- 708. Philips Semiconductors
- 709. PriceWATERhouseCoopers LLP
- 710. Progressive Moulded Products Ltd.
- 711. Qek Global Solutions
- 712. RSR Corporation
- 713. Ryder Integrated Logistics, Inc.
- 714. Sansho Giken Co. Ltd.
- 715. Sas Comte
- 716. Securitas Security
- 717. Sequa Corp.
- 718. Setech Inc.
- 719. SGS Thomson
- 720. Siemens Automotive Ltd.
- 721. Siemens AG
- 722. Societe Industrielle De Sonceboz SA
- 723. SPX Corporation
- 724. Steel Technologies, Inc.

- 725. Stoba Praezisionstechnik GmbH & Co.
- 726. Syncron-Eifler Ipari Es Kereskedelmi
- 727. Tata America Intl. Corp.
- 728. Tech Central
- 729. Texas Pacific Group Ltd.
- 730. Textron Inc.
- 731. Thyssenkrupp AG
- 732. Tokico Ltd.
- 733. Torrington Co.
- 734. Toyo Clutch Co. Inc.
- 735. TRW Automotive
- 736. TT Electronics PLC
- 737. Tyco International Ltd.
- 738. Tyco Electronics Corp.
- 739. Umicore Sa
- 740. Unigraphics Solutions Inc.
- 741. US Steel Corporation
- 742. UVA Machine Company
- 743. Vireo Sa
- 744. Vallourec
- 745. Vanguard Distributors Inc.
- 746. Viasystems Canada Inc.
- 747. Visteon Automotive Systems
- 748. Wanxiang Group Corp.
- 749. Waupaca Foundry Inc.
- 750. Yazaki Corp.
- 751. ADC - Anderson Diecast
- 752. Bayer AG
- 753. Blackhawk Automotive Plastics Inc.
- 754. Circle Plastics Products Inc.
- 755. Equistar Chemicals LP
- 756. Federal Mogul Corp.
- 757. Georgia Gulf Corp.
- 758. GKN PLC
- 759. Hayes Lemmerz International Inc.
- 760. Henkel KGAA
- 761. I&W Industries LLC
- 762. Intec Group Inc., The
- 763. International Wire Group, Inc. (Omega)
- 764. Key Plastics LLC
- 765. M&Q Plastic Products Inc.
- 766. Martinrea International Inc.
- 767. Meadville Forging Co.
- 768. Michigan ARC Products

- 769. Microchip Technology Inc.
- 770. Mittal Steel Company N.U.
- 771. MTI Technology Corp.
- 772. National Rivet & MFG Co.
- 773. Norandal
- 774. Norilsk Nickel
- 775. Northern Engraving Corp.
- 776. Olympic Coaters
- 777. Palmer Holland Inc.
- 778. Perfection Spring
- 779. PFG
- 780. Photo Circuits
- 781. Pioneer INDL Components
- 782. Plymouth Rubber Company
- 783. PMP
- 784. Premier Trim LLC
- 785. PTC Alliance Corp.
- 786. Republic Engineered Products, Inc.
- 787. Rotor Clip Company, Inc.
- 788. Seiko Epson Corp.
- 789. Sharp Electronics Corporation
- 790. Shell Oil
- 791. SKF USA, Inc.
- 792. Spartech Corp.
- 793. ST Microelectronics NV
- 794. Swatch Group
- 795. SwiTec
- 796. Tower Automotive Inc.
- 797. Trico Products Corporation
- 798. US Aeroteam
- 799. Parts Finishing Group Inc. (Vassar)
- 800. Willow Hill Industries
- 801. ARC Automotive Inc.
- 802. Texas Instruments Inc.
- 803. CE Communications, Inc.
- 804. Hyatt Legal Plans, Inc.
- 805. SIRVA Relocation LLC
- 806. EI Dupont de Nemours & Co. Inc.
- 807. Freudenberg & Co. KG
- 808. Timken Co., Inc.
- 809. Best Buy Co. Inc.
- 810. Circuit City Stores Inc.
- 811. Daihatsu
- 812. Napa Dist Center

- 813. Saturn Corp.
- 814. Standard Motor Products Inc.
- 815. Wal-Mart Stores CE
- 816. XM Email LLC
- 817. Federal Environmental Protection Agency
- 818. Fraccionadora Industrial del Norte, S.A. de C.V.
- 819. GMACCM Asset Management de Mexico
- 820. Hub Group
- 821. Michigan Department of Environmental Quality
- 822. New Jersey Environmental Protection Agency
- 823. Ohio Environmental Protection Agency
- 824. Orange County Health Care Agency
- 825. ProLogis-Juarez Investment, LLC
- 826. Reliance Insurance Company
- 827. RLI Surety
- 828. Safeco Insurance Co.
- 829. State of Alabama Dept of Industrial Relations
- 830. State of Georgia, Workers' Compensation Board
- 831. State of Kansas, Workers' Compensation Board
- 832. State of New York, Workers' Compensation Board
- 833. Toronto Dominion Bank
- 834. ABC Plastic
- 835. Advanced Polymer Systems, Inc.
- 836. Allegney Technologies
- 837. ATF
- 838. Basell USA Inc.
- 839. Beaver Mfg.
- 840. Carpenter Technology Corp.
- 841. Cooper Standard Automotive Inc.
- 842. Curtis Screw
- 843. Dana Corporation
- 844. Decatur Plastic Products, Inc.
- 845. DGB
- 846. Dicky Grabler
- 847. Dr. Schneider Automotive
- 848. Eagle Picher Holdings Inc.
- 849. Elkhart Prod.
- 850. Epcos AG, Inc.
- 851. Exxon Mobile Corp.
- 852. Fischer America
- 853. Affinia Canada Corp.
- 854. AK Steel Corporation
- 855. AW Transmission Engineering
- 856. Bosch Braking Systems Corp.

- 857. Carlisle Engineered Prods.
- 858. Carter Group Inc.
- 859. D & R Technology LLC
- 860. Doshi Prettl International
- 861. Flextronics International
- 862. Fujitsu Ten Corporation
- 863. Futaba Corp. of America
- 864. Howard County, Indiana Treasurer
- 865. Ispat Inland
- 866. Johnson Electric North
- 867. Montgomery County, Ohio Treasurer
- 868. Murata Electronics North America, Inc.
- 869. Niles USA, Inc.
- 870. Pechiney Rolled Products
- 871. Robert Bosch Corporation Automotive Group
- 872. Semiconductor Components Industries, LLC
- 873. SGS Thompson
- 874. Solelectron de Mexico SA de CV
- 875. State of Wisconsin
- 876. TDK Corporation of America
- 877. TI Group Automotive System
- 878. Westwood Associates Inc.
- 879. Yazaki North America Inc.
- 880. Alps Automotive, Inc.
- 881. Cataler North America Corp.
- 882. Corus LP
- 883. SPX Contech
- 884. Aisin Seiki Co Ltd
- 885. Buena Vista Township, Michigan
- 886. Capri Capital Advisors LLC
- 887. Delta
- 888. Limar Realty Corp
- 889. Madison County, Indiana
- 890. Merck Medco
- 891. State of Michigan
- 892. State of Ohio
- 893. Traxle Mfg Ltd
- 894. University HealthSystem Consortium (UHC)
- 895. Adam Opel AG
- 896. Agco-Jackson Operation
- 897. Cannon Group Ltd.
- 898. DK Packaging
- 899. Espackdis SA
- 900. HMH Group

- 901. Koltec BV
- 902. New Wave Enterprises (Belgium) NV
- 903. Perkins Engines Company Ltd.
- 904. Saab Automobile AB
- 905. Vauxhall Motors Ltd.
- 906. AFX Wheels
- 907. Amphenol Corp
- 908. Asahi Glass Co
- 909. B&A Enterprises
- 910. Bitron Industrie SpA
- 911. British Vita PLC
- 912. BTV Holding GmbH
- 913. Bus Electronik GmbH
- 914. Dr. Johannes Heidenhain-Stiftung Gmb
- 915. Engineered Plastic Components Inc
- 916. Hanwha Corp Poun Plt
- 917. International Rectifier Corp
- 918. Marian, Inc
- 919. Mecaplast
- 920. Mitsubishi Electric
- 921. Ningbo Huaxiang Electronic Co Ltd
- 922. Noranda Aluminum, Inc
- 923. Ontario Holding International Bv
- 924. Pressac
- 925. Quexco Inc
- 926. Rohm Co Ltd
- 927. Samtech Corporation
- 928. Schulte & Co GmbH
- 929. Selectron Corp
- 930. Spirent PLC
- 931. Stelco GmbH Electronic Components
- 932. Sumitomo Electric Industries Ltd
- 933. Taiho Corporation of Europe Kft
- 934. Technitrol Inc
- 935. TPG Advisors
- 936. Vishay Intertechnology
- 937. Wieland Werke AG
- 938. Wilh Werhahn

VIII. Professionals

- 939. Cleary, Gottlieb, Steen & Hamilton
- 940. Corporate Branding LLC
- 941. CMS Worldwide
- 942. Fidelity Employer Services Company LLC

- 943. Fidelity Institutional Retirement Services Company
- 944. Morris, Nichols, Arsh & Tunnell
- 945. Sedgwick Claims Management Services, Inc.
- 946. Shearman & Sterling LLP
- 947. 4GEN
- 948. Air Academy Associates
- 949. AIT GROUP
- 950. American Supplier Institute, LLC (ASI)
- 951. Ariane Ingenierie
- 952. ASI, Shainin (ICIM)
- 953. Asset Mfg. Resources
- 954. BBK, Ltd.
- 955. Bevco Solution Strategies
- 956. Braun Kendrick Finkbeiner
- 957. BSI Americas
- 958. Bugbee & Conkle
- 959. Crew Buchanan & Lowe
- 960. Drew, Eckl & Farnham, LLP
- 961. Due, Doyle Fanning, Ewing & Metger, LLP
- 962. Ernst & Young
- 963. Evans, Pletkoic & Rhodes, P.C.
- 964. Eyster, Key, Tubb, Weaver & Roth
- 965. Fernandez Racing
- 966. FTI Consulting, Inc.
- 967. Hamberger & Weiss
- 968. Hendrick Motorsports
- 969. Holloway, Dobson, Bachman
- 970. Hudson, Potts & Bernstein
- 971. I33 Communications LLC
- 972. KPMG LLC
- 973. Lathrop & Gage
- 974. Lean Business Solutions
- 975. Lenox, Socey, Wilgus, Formidoni, Brown, Giordano & Casey
- 976. Letson, Griffith, Woodall, Lavelle & Rosenberg
- 977. Levasseur & Levasseur
- 978. Linklaters
- 979. Locker & Lee
- 980. McCann-Erickson
- 981. MIT
- 982. O.P. Tyagi
- 983. Paul E. Riegel, Esq.
- 984. Phifer & White, P.C.
- 985. Robbins GIOIA
- 986. S.P. Nagrath & Co.

- 987. Saarakshi Enterprises
- 988. Saloman Smith Barney
- 989. Sapient
- 990. Scheuer Mackin Breslin LLC
- 991. Seva Technologies
- 992. Shainin LLC
- 993. Six Sigma Academy
- 994. Solution Strategies, Inc.
- 995. Southwest Research
- 996. TBM
- 997. Tech Caliber
- 998. Training Services and Solutions
- 999. TSSC
- 1000. TWI Network
- 1001. Vprys, Sater, Seymour & Pease
- 1002. Watson Wyatt & Company
- 1003. Wise, Carter, Child & Caraway
- 1004. World Class Engineering
- 1005. Zeanah, Hust & Summerford
- 1006. Groom Law Group
- 1007. O'Melveny & Meyers, LLP
- 1008. Rothschild Inc.
- 1009. Rohatyn Associates LLC
- 1010. Sitrick & Company
- 1011. Ahern & Soper Co. Inc.
- 1012. Air Academy Press & Associates
- 1013. ASI Consulting Group LLC
- 1014. Asset Management Resources
- 1015. Bede & Associates
- 1016. Booz-Allen Hamilton
- 1017. Clark Patterson Associates
- 1018. Conway McKinsey and Dunlevy
- 1019. Corporate Executive Board
- 1020. CTG Auditors
- 1021. CTJ Safety Associates
- 1022. DASCO
- 1023. David Cunningham
- 1024. Det Norske Veritas
- 1025. Detroit Translation Bureau
- 1026. DeWitt Ross & Stevens
- 1027. Electricore Inc.
- 1028. Hao Do
- 1029. Institute of Configuration
- 1030. Link Testing Laboratories

- 1031. Meritus Consulting Services
- 1032. Miller Consulting Services
- 1033. Molitor International
- 1034. Ohio State University
- 1035. Origin Intl. Inc.
- 1036. Rutledge Tonya R.
- 1037. SGS Controll Co. MBH
- 1038. Tatum Partners
- 1039. Tec Ease Inc.
- 1040. TPI
- 1041. Xpedex
- 1042. AJM International
- 1043. Bedi Strategies, Inc.
- 1044. Brenda Veit
- 1045. Calwest
- 1046. Cardoza
- 1047. Carquest
- 1048. Chris Kouri & Assoc.
- 1049. Coble Taylor & Jones
- 1050. Coe & Associates
- 1051. Common Point Graphics
- 1052. Dickson Allen
- 1053. Foley & Lardner LLP
- 1054. Frost Brown Todd LLC
- 1055. Hirsig-Frazier Co.
- 1056. Hunton & Williams LLP
- 1057. JLE Process Services, Inc.
- 1058. Kitchin & Sons, Inc.
- 1059. Law Offices of Albert M. Gutierrez, P.C.
- 1060. Lee Hecht Harrison
- 1061. N.A. Williams Co.
- 1062. Northeastern Marketing
- 1063. On-Mark Sales
- 1064. Orion Adv. Mktg.
- 1065. Parsons
- 1066. Paul Hastings Janofsky & Walker LLP
- 1067. Productivity Systems
- 1068. QS Servicos Tecnicos
- 1069. Richards Spears Kibbe & Orbe LLP
- 1070. Russell Reynolds Associates, Inc.
- 1071. SAP Consulting
- 1072. Savety Innovations Ltd.
- 1073. Shaw E & I
- 1074. Siskel Sales Company

- 1075. Spirax Sarco
- 1076. SRS Marketiong Co.
- 1077. Suh & Assoc.
- 1078. Suri & Company
- 1079. Watkins Ludlam Winter & Stennis, P.A.

IX. Indenture Trustees

- 1080. Bank One Trust Company N.A.
- 1081. J.P. Morgan Trust Company, N.A.
- 1082. Chase Lincoln First Bank N.A.
- 1083. First National Bank of Chicago

X. Underwriters of Securities

- 1084. A.G. Edwards & Sons, Inc.
- 1085. ABN AMRO Incorporated
- 1086. Advest, Inc.
- 1087. Banc of America Securities LLC
- 1088. Barclays Capital Inc.
- 1089. BB&T Capital Markets, Inc.
- 1090. BNP Paribas Securities Corp
- 1091. C.L. King & Associated, Inc.
- 1092. Citigroup Global Markets Inc.
- 1093. Comerica Securities Inc.
- 1094. Credit Suisse First Boston LLC
- 1095. D.A. Davidson & Co.
- 1096. Deutsche Bank Securities Inc.
- 1097. Ferris, Baker Watts, Incorporated
- 1098. HSBC Securities Inc.
- 1099. J.P. Morgan Securities Inc.
- 1100. Janney Montgomery Scott LLC
- 1101. McDonald Investments Inc.
- 1102. Merrill Lynch, Pierce, Fenner & Smith Incorporated
- 1103. Mesirow Financial, Inc.
- 1104. Morgan Stanley & Co. Incorporated
- 1105. Oppenheimer & Co. Inc.
- 1106. Quick & Reilly, Inc.
- 1107. RBC Dain Rauscher Inc.
- 1108. Ryan Beck & Co.
- 1109. Samuel A. Ramirez & Company Inc.
- 1110. Scotia Capital Inc.
- 1111. SG Cowen Securities Corporation
- 1112. Southwest Securities, Inc.
- 1113. Stifel, Nicolaus & Company, Incorporated
- 1114. The Royal Bank of Scotland PLC

- 1115. U.S. Bancorp Piper Jaffray Inc.
- 1116. UBS Securities LLC
- 1117. Utendahl Capital Partners, L.P.
- 1118. Wachovia Capital Markets, LLC
- 1119. Wells Fargo Van Kasper LLC
- 1120. Williams Capital Group, L.P.

XI. Unions

- 1121. International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)
- 1122. IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO
- 1123. Electronic and Space Technicians Local 1553
- 1124. International Brotherhood of Electrical Workers, AFL-CIO Local 663
- 1125. International Union of Operating Engineers Local 101-S
- 1126. International Union of Operating Engineers Local 18-S
- 1127. IUE, AFL-CIO Local 698
- 1128. IUE, AFL-CIO Local 711
- 1129. IUE, AFL-CIO Local 718
- 1130. IUE, AFL-CIO Local 755
- 1131. IUE-CWA, The Industrial Division of the Communications Workers of America, AFL-CIO, CLC
- 1132. IUE-CWA Local 1111
- 1133. IUE-CWA Local 416
- 1134. IUE-CWA Local 709
- 1135. IUE-CWA, AFL-CIO Local 801
- 1136. IUE-CWA, AFL-CIO,CLC Local 717
- 1137. UAW Amalgamated Local 292
- 1138. UAW Amalgamated Local 686
- 1139. UAW Local 1021
- 1140. UAW Local 1097
- 1141. UAW Local 167
- 1142. UAW Local 1866
- 1143. UAW Local 2031
- 1144. UAW Local 2083
- 1145. UAW Local 2151
- 1146. UAW Local 2157
- 1147. UAW Local 2188
- 1148. UAW Local 2190
- 1149. UAW Local 2195
- 1150. UAW Local 286
- 1151. UAW Local 438
- 1152. UAW Local 467
- 1153. UAW Local 651

- 1154. UAW Local 662
- 1155. UAW Local 686, Unit 19
- 1156. UAW Local 696
- 1157. UAW Local 699
- 1158. UAW Local 913
- 1159. UAW Local 969
- 1160. United Steelworkers of America
- 1161. International Association of Machinists (IAM) Local 78
- 1162. International Union of Operating Engineers (IUOE) Local 832S
- 1163. United Steel Workers of America (USW) Local 87

XII. Counterparties to Major Leases

- 1164. 1401 Troy Associates Limited Partnership
- 1165. ATEL Capital Group
- 1166. First Industrial L.P.
- 1167. Ford Motor Land Development Corporation
- 1168. John E. Benz & Co.
- 1169. Kensington Capital Corp.
- 1170. Kilroy Realty, L.P.
- 1171. LaSalle National Bank
- 1172. Laurence Tippman, Sr., Family Limited Partnership
- 1173. Osprey, S.A., Ltd.
- 1174. River Road Investments, Inc.
- 1175. TR Butterfield Trail Corp.
- 1176. Universal Tool and Engineering Company, Inc.
- 1177. Wells Operating Partnership, L.P.
- 1178. ORIX Warren, LLC / Orix GF Warren Venture

XIII. Counterparties to Major Contracts

- 1179. Techcentral LLC
- 1180. American Electric Power (AEP OK)
- 1181. Air Force Office of Scientific Research (AFOSR)
- 1182. Alabama Gas Corporation
- 1183. Alabama Power Co.
- 1184. Alltel
- 1185. Ameritech Information Systems, Inc.
- 1186. Anderson City Utilities, IN
- 1187. Anxebusiness Corp.
- 1188. Applera Corporation
- 1189. ARL
- 1190. AT&T Corporation
- 1191. AT&T Solutions, Inc.
- 1192. AT&T Wireless
- 1193. Avaya World Services, Inc.

- 1194. Cardinal Health 200, Inc.
- 1195. Cellco Partnership d/b/a Verizon Wireless
- 1196. Chemical Reclamation Svcs Inc. USA
- 1197. Cinergy PSI IN
- 1198. City of Adrian, MI
- 1199. Clinton (City of) MS
- 1200. Columbus (City of) Ohio
- 1201. Constellation NewEnergy, Inc.
- 1202. Consumers Energy
- 1203. Consumers Power Company
- 1204. Coopersville (City of) MI
- 1205. D.O.T. Volpe Center
- 1206. Dayton Power & Light Co.
- 1207. Dayton Water Dept (City of) Ohio
- 1208. Department of Commerce/National Institute of Standards and Technology (DOC/NIST)
- 1209. Department of Defense/Tank-Automotive and Armaments Command (DOD/TACOM)
- 1210. Department of Energy/National Energy Technology Laboratory (DOE/NETL)
- 1211. Department of Transportation/National Highway Traffic Safety Administration (DOT/NHTSA)
- 1212. DPL Energy Resources, Inc.
- 1213. DTE Energy MI
- 1214. El Paso Electric Co. TX
- 1215. Electricore Aerovironment
- 1216. Emtech
- 1217. Entergy (MS Power & Light) USA
- 1218. EQ-Heritage USA
- 1219. Erie Cnty. Dept. Environ Serv. OH
- 1220. Fitzgerald Wtr. Lgt. Bond Com GA
- 1221. Flint (City of) MI
- 1222. Georgia Power Company
- 1223. Henry County REMC IN
- 1224. Heritage Interactive Services USA
- 1225. HESCO Houston Energy Srvs Co.
- 1226. Honeywell International
- 1227. Indiana University: Purdue University Indianapolis (IUPUI)
- 1228. Indiana Michigan Power Comp IN
- 1229. Indiana-American Water Company
- 1230. Indianapolis Power & Light Co.
- 1231. Industrial Energy Users - Ohio
- 1232. Intercall
- 1233. Johns Hopkins University
- 1234. Kokomo Gas & Fuel Company IN
- 1235. Kokomo Wastewater (City of) IN
- 1236. KPL (Western Resources) KS

- 1237. Limestone County Commission AL
- 1238. Limestone County Wtr & Swr AL
- 1239. Lockport (City of) NY
- 1240. Lockport Energy Associates NY
- 1241. Magic Valley Electric Coop USA
- 1242. Mississippi Power Company
- 1243. Monroe Cnty Water Authority NY
- 1244. Montgomery City San Eng Dept OH
- 1245. MRI Connectivity Solutions
- 1246. NASA
- 1247. New Brunswick (City of) NJ
- 1248. New York Power Authority
- 1249. New York State Electric & Gas NY
- 1250. Nextel Coomunications
- 1251. Niagra Mohawk NY
- 1252. North Alabama Gas District AL
- 1253. Oak Creek (City of) WI
- 1254. Ohio Edison Company
- 1255. Oil Chem Inc. USA
- 1256. Olathe (City of) KS
- 1257. OneOK Energy Energy Marketing OK
- 1258. Pepco Energy Services, Inc.
- 1259. Portage Cnty Wir Resources OH
- 1260. PSE&G NJ
- 1261. Purdue University
- 1262. Rineco Chemical Industries USA
- 1263. Rochester (City of) NY USA
- 1264. Rochester Gas & Electric NY
- 1265. SBC Ameritech
- 1266. SBC Global Services, Inc.
- 1267. SkyTel
- 1268. Southern California Edison
- 1269. Sprint United
- 1270. State of Indiana
- 1271. TechSolve
- 1272. Tennessee Valley Authority
- 1273. Time Warner
- 1274. Troy (City of) MI
- 1275. Tulsa Utils Svc (City of) OK
- 1276. TXU Energy Retail Company LP
- 1277. USAF/AFRL
- 1278. Vandalia (City of) OH
- 1279. Verizon
- 1280. Warren (City of) Util Srvs OH

- 1281. Warren City of Pollution Control
- 1282. Wisconsin Electric Power Co. WI
- 1283. Wyoming (City of) MI
- 1284. Zoe Medical, Inc.
- 1285. Alexander Long, III
- 1286. Anxebusiness Corp.
- 1287. Bell South
- 1288. Bluetooth
- 1289. Caretools, Inc.
- 1290. Clifford Electronics, Inc.
- 1291. Compuware Corporation
- 1292. Cullmann GmbH
- 1293. Debiotech S.A.
- 1294. Direct Sourcing Solutions (DSSI)
- 1295. Dolby Digital
- 1296. DSSCSC China
- 1297. Embedded Technology
- 1298. Ericsson AB
- 1299. Firma Carl Freudenberg KG
- 1300. HTC Corp.
- 1301. IBM Corporation
- 1302. Ideal Technology Solutions U.S. Inc
- 1303. Inovise Medical, Inc.
- 1304. Integrated Therapeutics Group, Inc.
- 1305. Intel Corporation
- 1306. JSP International Ltd.
- 1307. LiveDevices Inc
- 1308. Logikos
- 1309. Lucent Technologies Inc.
- 1310. Magnavox Government and Industrial Electronics Company
- 1311. Matsushita Electric Corporation of America
- 1312. Miller Engineered Services, Incorporated
- 1313. MMT SA
- 1314. Moving Magnet Technologies SA
- 1315. MPEG LA, LLC
- 1316. NCMS
- 1317. Nokia Corporation
- 1318. North American Philips Corporation
- 1319. Premacare
- 1320. Sanden Corporation
- 1321. Satyam
- 1322. Scroll Laboratories, Inc.
- 1323. Standard Research Institute International (SRI Intl)
- 1324. TCS

- 1325. The Whitaker Corporation
- 1326. Thomas Giannulli Inc.
- 1327. Toshiba Corporation
- 1328. UBE Industries, Ltd.
- 1329. UnitedGlobal Com Inc (UGC)
- 1330. UGC "Europe"
- 1331. Valence Technology Cayman Islands Inc.

XIV. Lenders

- 1332. Banc One Capital Markets, Inc.
- 1333. Falcon Asset Securitization Corporation
- 1334. Jupiter Securitization Corporation
- 1335. ABN AMRO Bank N.V.
- 1336. Amsterdam Funding Corporation
- 1337. The Bank of Tokyo-Mitsubishi, Ltd.
- 1338. Gotham Funding Corporation
- 1339. JPMorgan Bank, N.A.
- 1340. Wachovia Bank, National Association
- 1341. Blue Ridge Asset Funding Corporation
- 1342. City of Saginaw, Michigan
- 1343. Michigan Strategic Fund
- 1344. Whitney National Bank
- 1345. Citicorp Securities, Inc.
- 1346. First Chicago Capital Markets, Inc.
- 1347. Dai-Ichi Kangyo Trust Company of New York
- 1348. Cede & Co.
- 1349. Ohio Water Development Authority
- 1350. Cleveland Trust Company
- 1351. Deposit Guaranty National Bank
- 1352. Regions Bank
- 1353. Lord Corporation
- 1354. A3 Funding LP
- 1355. Ableco Finance LLC
- 1356. Agricultural Bank of China
- 1357. Amaranth Partners LLC
- 1358. Apollo Distressed Investment Fund
- 1359. Appaloosa Invest Ltd. Partnership I
- 1360. Australia and New Zealand Bank Group
- 1361. Banco Bilbao Vizcaya Argentaria, S
- 1362. Banca Nazionale Del Lavoro SpA, New
- 1363. Banco Santander Central Hispano S.A.
- 1364. Bank of America, N.A.
- 1365. Bank of China Luxembourg SA
- 1366. Bank of New York

- 1367. Bank of Nova Scotia
- 1368. Bank of Toyko Mitsubishi Company
- 1369. Barclays Bank PLC
- 1370. BNP Paribas
- 1371. BrenCourt Distress Securities Maste
- 1372. Calyon New York Branch [f/k/a] Credit Lyonnais
- 1373. CapitalSource Finance LLC
- 1374. Cargill Financial Services Intl. Inc.
- 1375. Citibank N.A.
- 1376. Citigroup Financial Products Inc.
- 1377. Comerica Bank Michigan
- 1378. Commerzbank Aktiengesellschaft New
- 1379. Credit Industriel et Commercial
- 1380. Deutshce Bank AG
- 1381. Deutsche Bank Trust Company America
- 1382. Dymas Funding Company LLC
- 1383. Event Partners Debt Acquisition, LLC
- 1384. Fifth Third Bank, Eastern Michigan
- 1385. Goldman Sachs Credit Partners L.P.
- 1386. Gulf Stream - Compass CLO 2004-1, Ltd.
- 1387. Gulf Stream - Compass CLO 2005-1, Ltd.
- 1388. HBK Master Fund L.P.
- 1389. HSBC Bank USA, National Association
- 1390. KeyBank National Association
- 1391. Lehman Commercial Paper, Inc.
- 1392. Mizuho Corporate Bank Ltd. fka DKB
- 1393. Morgan Stanley Senior Fundings, Inc.
- 1394. Protective Life Insurance Company
- 1395. Sequils Ing I, Ltd.
- 1396. Severn River Master Fund Ltd.
- 1397. Societe Generale SA New York
- 1398. Special Situations Investing Group
- 1399. Sumitomo Mitsui Banking Corporation
- 1400. Trilogy Portfolio Company, LLC
- 1401. TRS Callisto LLC
- 1402. TRS Leda LLC
- 1403. TRS Thebe LLC
- 1404. UBS AG, Stamford Branch
- 1405. UBS Loan Finance LLC
- 1406. UFJ Bank Limited
- 1407. Windmill Master Fund LP
- 1408. Grand Central Asset Trust, SIL Series
- 1409. Sea Pines Funding LLC
- 1410. Tenor Opportunity Master Fund, Ltd.

- 1411. Citicorp Vendor Finance, Inc.
- 1412. Compaq Financial Services Corporation
- 1413. Crown Credit Company
- 1414. Sentry Financial Corporation
- 1415. The Peltz Group, Inc.
- 1416. Whitney Private Debt Fund LP
- 1417. Bear Stearns Investment Products
- 1418. Secondary Loan and Distressed Credit
- 1419. ACA CLO 2005-1, Ltd.
- 1420. Access Institutional Loan Fund
- 1421. ADAR Investment Fund Ltd.
- 1422. Addison CDO, Limited
- 1423. AG Alpha Credit Master, Ltd.
- 1424. Ahab Partners, L.P.
- 1425. Airlie Opportunity Master Fund, Ltd
- 1426. American Express Certificate Company
- 1427. AMMC CLO
- 1428. Archimedes Funding IV, Ltd.
- 1429. ARX Global High Yield Securities
- 1430. Aslan Capital Master Fund, LP
- 1431. Atlas Capital Funding, Ltd.
- 1432. Atrium
- 1433. Avenue CLO
- 1434. Avery Point CLO, Ltd.
- 1435. Balboa CDO I, Limited
- 1436. BDC Finance LLC
- 1437. Black Diamond Offshore Limited
- 1438. Blue Square Funding Ltd. Series 3
- 1439. Boldwater CBNA Loan Funding LLC
- 1440. Boldwater Credit Opportunities
- 1441. Boston Harbor CLO 2004-1, Ltd
- 1442. Boston Income Portfolio
- 1443. Brookville Capital Master Fund, L.P.
- 1444. Brun Mawr CLO, Ltd.
- 1445. Callidus Debt Partners CDO Fund I
- 1446. Candlewood Capital Partners LLC
- 1447. Canpartners Investments IV LLC
- 1448. Canyon Capital Partners
- 1449. Castle Garden Funding
- 1450. Castle Hill
- 1451. CDL Loan Funding LLC
- 1452. Cedarview Opportunities Master Fund
- 1453. Celerity CLO Ltd
- 1454. Centurion CDO

- 1455. Chatham Light II CLO, Limited
- 1456. Citadel Hill 2000 Ltd.
- 1457. Colonial Funding LLC
- 1458. CSAM Funding IV
- 1459. C-Squared CDO Ltd.
- 1460. Cumberland II CLO Ltd.
- 1461. Cypresstree Claif Funding LLC
- 1462. D.K. Acquisition Partners, L.P.
- 1463. Debt Strategies Fund, Inc.
- 1464. Delaware Corp Bond Fund
- 1465. Delaware Delchester Fund
- 1466. Desjardins Financial Security Life
- 1467. Diversified Income Strategies
- 1468. Diversified Investors High Yield
- 1469. Dryden Leveraged Loan
- 1470. Duane Street CLO 1, Ltd.
- 1471. Duma Master Fund LP
- 1472. Dunes Funding LLC
- 1473. ELF Funding Trust I
- 1474. Employers Insurance of Wausau
- 1475. Empyrean Investments, LLC
- 1476. Endurance CLO I Ltd.
- 1477. Excess Book
- 1478. Feingold O'Keefe Credit Fund CBNA
- 1479. First Trust Highland Capital
- 1480. Flagship CLO
- 1481. Forest Creek CLO, Ltd.
- 1482. Fortis Bank SA NV Cayman Island Branch
- 1483. Fortress Credit Funding
- 1484. Lightspeed CLO
- 1485. Galaxy
- 1486. Gleneagles CLO Ltd.
- 1487. Global Enhanced Loan Fund S.A.
- 1488. Global StocksPLUS Income Fund
- 1489. Gracie Capital L.P.
- 1490. Greywolf Loan Participation LLC
- 1491. Guggenheim Portfolio Company XII
- 1492. Hammerman
- 1493. Harbour Town Funding LLC
- 1494. High Income Portfolio
- 1495. Highland Floating Rate
- 1496. Horizon Income Fund, Ltd.
- 1497. IDS Life Insurance Company
- 1498. ING Investment Management

- 1499. Investment CBNA Loan Funding LLC
- 1500. Investors Bank and Trust Co
- 1501. Jasper CLO Ltd.
- 1502. Katonah
- 1503. KIL Loan Funding LLC
- 1504. Kingsland I, Ltd.
- 1505. KKR Financial CLO 2005-1, Ltd.
- 1506. KZH
- 1507. Liberty CLO Ltd.
- 1508. LibertyView Loan Fund, LLC
- 1509. Lincoln National Life Insurance Co.
- 1510. Linden Capital LP
- 1511. Lispenard Street Credit (Master)
- 1512. Loan Funding LLC
- 1513. Loan Star State Trust
- 1514. Long Grove CLO, Limited
- 1515. Madison Park Funding I, Ltd.
- 1516. Marathon CLO I Ltd.
- 1517. Marathon Special Opportunity
- 1518. Market Square CLO Ltd.
- 1519. Maquette Park CLO Ltd.
- 1520. McDonnell Loan Opportunity Ltd.
- 1521. Metropolitan West
- 1522. ML Global Investment Series Income
- 1523. Mountain Capital CLO
- 1524. Muirfield Trading LLC
- 1525. National City Bank
- 1526. Nemean CLO, Ltd.
- 1527. Oak Hill Credit
- 1528. Oak Hill Securities Fund
- 1529. OCM High Yield Plus Fund LP
- 1530. Octagon Investment Partners
- 1531. Panton Master Fund LP
- 1532. Park Avenue Loan Trust
- 1533. PIMCO Floating
- 1534. Pinewood Credit Markets Master Fund
- 1535. Pioneer Floating Rate Trust
- 1536. PNC Bank, N.A.
- 1537. Post Leveraged Loan Master Fund, LP
- 1538. Post Opportunity Fund L.P.
- 1539. Post Total Return Fund, L.P.
- 1540. Principal Life Insurance Company
- 1541. Prospect Funding I, LLC
- 1542. Putnam Investments

- 1543. Q Funding III LP
- 1544. Quadrangle Master Funding Ltd
- 1545. Quattro
- 1546. R2 Top Hat, Ltd.
- 1547. Race Point
- 1548. Red Fox Funding LLC
- 1549. Redwood Master Fund, Ltd.
- 1550. Riviera Funding LLC
- 1551. Robson Trust
- 1552. Rockwall CDO Ltd.
- 1553. Rosemont CLO, Ltd.
- 1554. Salomon Brothers Variable Rate
- 1555. Sankaty High Yield Partners
- 1556. Satellite Senior Income Fund
- 1557. Saturn Trust
- 1558. Scoggin Worldwide Fund Ltd
- 1559. Scottwood Partners LP
- 1560. SEI Institutional Managed TST
- 1561. Seneca Capital, L.P.
- 1562. Sierra CLO I Ltd.
- 1563. Silverado CLO 2006-1 Ltd.
- 1564. Sky CBNA Loan Funding LLC
- 1565. SMBC MVI SPC
- 1566. SOF Investment, LP
- 1567. Southport CLO, Limited
- 1568. SRI Fund LP
- 1569. Stanfield
- 1570. SunTrust Bank Atlanta
- 1571. TCW
- 1572. The Drake Offshore Master Fund, Ltd
- 1573. The Foothill Group Incorporated
- 1574. The Hartford Floating Rate Fund
- 1575. Thirvent High Yield
- 1576. Velocity CLO, Ltd.
- 1577. Venture CDO
- 1578. Vista Leverage Income Fund
- 1579. Vulcan Ventures, Inc.
- 1580. Watershed Capital
- 1581. Waterville Funding LLC
- 1582. Waveland-Ingots, Ltd.
- 1583. Wells Capital Management
- 1584. Western Asset Floating Rate
- 1585. Wind River CLO I, Ltd.
- 1586. Wrigley CDO, Ltd.

XV. State and Other Governmental Authorities

- 1587. Air Resources Board (ARB) California
- 1588. Alabama Department of Environmental Management (ADEM)
- 1589. Arizona Department of Environmental Quality (ADEQ)
- 1590. California Environmental Protection Agency (Cal EPA)
- 1591. Certified Unified Program Agencies (CUPA) (California)
- 1592. Colorado Department of Public Health and Environment (DPHE)
- 1593. Department of Toxic Substances Control (California)
- 1594. Georgia Department of Natural Resources
- 1595. Illinois Environmental Protection Agency (EPA) (Illinois)
- 1596. Indiana Department of Environmental Management (IDEM)
- 1597. Integrated Waste Management Board (CIWMB) (California)
- 1598. Kansas Department of Health & Environment
- 1599. Kentucky Environmental and Public Protection Cabinet
- 1600. Minnesota Pollution Control Agency
- 1601. Mississippi Department of Environmental Quality
- 1602. Missouri Department of Natural Resources
- 1603. New Jersey Department of Environmental Protection
- 1604. New York State Department of Environmental Conservation (NYSDEC)
- 1605. Office of Environmental Health Hazard Assessment (OEHHA)
- 1606. Ohio Department of Commerce (BUSTR)
- 1607. Oklahoma Corporate Commission
- 1608. Oklahoma Department of Environmental Quality
- 1609. Pennsylvania Department of Environmental Protection
- 1610. Regional Air Pollution Control Agency (RAPCA) (Ohio)
- 1611. South Carolina Department of Health and Environmental Control
- 1612. State Department of Health Services (California)
- 1613. State Water Resources Control Board (SWRCB) (California)
- 1614. Tennessee Department of Environmental and Conservation
- 1615. Texas Commission on Environmental Quality
- 1616. U.S. Department of Transportation
- 1617. U.S. Environmental Protection Agency
- 1618. Wisconsin Department of Natural Resources
- 1619. Occupational Safety and Health Administration (OSHA)

XVI. Potential Interested Parties

- 1620. Brittingham, Julie & David
- 1621. Estate of Stella Demeniu
- 1622. Grimes, Rita
- 1623. Quinn, Larry
- 1624. Shannon Shaw, Martin L.
- 1625. Consumer Electronic Product Line
- 1626. Vehicle Electronic Product Line

XVII. Litigation Parties

- 1627. Adams Oil
- 1628. Alan Torabi
- 1629. Alfaro, Jose C.
- 1630. Allegheny Coatings
- 1631. Allegheny Rodney
- 1632. Allegre Dong AH
- 1633. Alternate Resource, Inc.
- 1634. American Electronics Components (AEC)
- 1635. Amy C. Bastien
- 1636. Bryan, Greyson
- 1637. Arbogast, Michael A.
- 1638. Asherbranner, Jennifer T.
- 1639. Associated Springs & Barnes Group, Inc.
- 1639. Austin Group, Ltd.
- 1640. Automotive Technologies International, Inc.
- 1641. Ayusa
- 1642. A&O Mold & Engineering, Inc.
- 1643. Barnes, Cleary
- 1644. Bartell, Greg
- 1645. Beck, Bobby
- 1646. Bedrin, John
- 1647. Bendix ABS Fires
- 1648. Bernadine Peace
- 1649. Betty J. Flora
- 1650. Beuke, Robert L.
- 1651. Bex, Russell
- 1652. Bishop, Sr., James Denson
- 1653. Blas, Cassandra E.
- 1654. Bradley, Phyllis Jean
- 1655. Brady, Billy W.
- 1656. Brewer, Mary M.
- 1657. Brian Dickerson
- 1658. Brian Mahle
- 1659. Brian Penley
- 1660. Bridget A. Neubauer
- 1661. Brown, James Lee
- 1662. Building Materials Holding Corporation
- 1663. Buis, James
- 1664. Bulk Terminals, Inc.
- 1665. Byron E. Hurst
- 1666. Canter, Richard
- 1667. Carl Allison

- 1668. Central Bank of Brazil
- 1669. Chad Dougherty
- 1670. Chapa, Israel
- 1671. Charles Francis Kulinec Jr.
- 1672. Chase-Orr, Kimberly
- 1673. Chris Wong
- 1674. Cindy Lee Schlicher, n/k/a Cindy Lee Berthold
- 1675. Circle Plastic Products, Inc.
- 1676. City of DelRay Beach Police
- 1677. Gimpex
- 1678. Mano Gum
- 1679. VEHVAC
- 1680. Cloncs, Donald
- 1681. Clorex S.A.
- 1682. Columbus Plant Fire
- 1683. Condutelli
- 1684. Conrad, Dean F.
- 1685. Cook, Sylvia
- 1686. Cox, Jon C.
- 1687. Crown City Plating Company
- 1688. Custom Energy, L.L.C.
- 1689. C&J Industries
- 1690. Daniel A. Miller
- 1691. Davis, Robert E., II
- 1692. Vasquez, Joe R d/b/a Farmers' Marketing Service
- 1693. Republic Waste Industries, Inc. a/k/a Autonation
- 1694. Kelly Koszewski
- 1695. INFONAVIT (Instituto del Fondo Nacoinal de la Vivienda para los Trabajadores)
- 1696. Tolulene & Cloroethane
- 1697. Solvent Chemicals
- 1698. Opel Hungary/GMPT
- 1699. IMSS (Instituto Mexicano del Seguro Social)
- 1700. Demet
- 1701. Dennis Sharp
- 1702. Denso Corporation
- 1703. Devlieg Boulevard II, Inc.
- 1704. DHB-CA
- 1705. Donna R. Wilson
- 1706. DSL Net Inc.
- 1707. Eaton Corporation
- 1708. Edith C. James
- 1709. Elco Textron Fastening Systems
- 1710. Elmore, Jr., Arlis M.
- 1711. Energy Conversions Systems (ECS) f/k/a Morganite

- 1712. Ennis, Donald
- 1713. ESSEDUE
- 1714. Estate of Lannon
- 1715. Ethylene Propylene Diene
- 1716. Eva M. Orlik
- 1717. Executive Loan Program - MI
- 1718. Farag Mohamed
- 1719. Felipe F. Gavia, Sr.
- 1720. Fiber Optic Fund
- 1721. Fiber Systems International, Inc.
- 1722. First Technology
- 1723. Fleming, Joseph A.
- 1724. Flex-Tech
- 1725. FLSA Investigation, Kettering
- 1726. Folck, Neal C.
- 1727. Freddie L. Johnson
- 1728. Gaines, Ira
- 1729. Gann, Robert Edwin
- 1730. Gary Whitney
- 1731. GfH
- 1732. Gillette, Edward A.
- 1733. Greystone & Co.
- 1734. Groce, Kelly R.
- 1735. Gualandi, Kevin
- 1736. Gulf Coast Bank & Trust Company
- 1737. Gutjahr, Michael
- 1738. Hammer, Edward
- 1739. Harold Woodson
- 1740. Hayes Brake
- 1741. Hillman, Robert
- 1742. Hirschmann Electronics GmbH & Co.
- 1743. Hoover Precision Plastics
- 1744. Hoyt, Arthur C.
- 1745. HPI
- 1746. Hubbard, Clarence E.
- 1747. Hunter, Clemie
- 1748. Hutchinson Seal Corp.
- 1749. H.E. Services Company
- 1750. ICG
- 1751. Diavia Belgian Distributor
- 1752. IUE Moraine Umpire
- 1753. James Burdette
- 1754. James H. Nguyen
- 1755. James Truscio

- 1756. Jason Mills
- 1757. Jeff Stoughton
- 1758. Jevicks, Teresa
- 1759. John Guevrra
- 1760. John Petrie
- 1761. Johnson, Jana C.
- 1762. Joseph Reno
- 1763. Judith Myers
- 1764. Karlin, Lawrence
- 1765. Kenneth J. Kumiega
- 1766. Key Plastics
- 1767. Kim Fouche
- 1768. Kim N. Khan
- 1769. Kimberly Y. Foster
- 1770. Kostal of America, Inc.
- 1771. Kramer, Steven
- 1772. Kraus, Jessica
- 1773. Laneko
- 1774. Lemon Bay Partners
- 1775. Leon Sammons
- 1776. Linda Osowki
- 1777. Linerboard Antitrust
- 1778. Litex, Inc.
- 1779. Lockheed Martin Corp.
- 1780. Lori Smith
- 1781. Lunt Manufacturing Co., Inc.
- 1782. Lynn Rowell
- 1783. L&W Stamping, Inc.
- 1784. Magnesium Aluminium Corporation
- 1785. Mansel Hagan vs Clyde Lee, Jr.
- 1786. Mark Heathco
- 1787. Martin J. Jordan
- 1788. Martina Clark
- 1789. Martinez, Jose Angel Mata
- 1790. Mary Smith
- 1791. Means Industrial, Inc.
- 1792. Merritt, James and Bonnie
- 1793. Michael A. Polito
- 1794. Michael K. Snider
- 1795. Michael S. Young
- 1796. Michelle Hyder
- 1797. Mike Birdyshaw
- 1798. Mike Leslie
- 1799. Milwaukee Design Center

- 1800. Minnick, Ralph D.
- 1801. Modine Manufacturing Company
- 1802. Morrison, Thomas
- 1803. Mortensen, Philip Bradley
- 1804. Motorola Quadrasteer
- 1805. NBR
- 1806. Neal C. Folck
- 1807. Newton, David
- 1808. NGK Spark Plugs USA, Inc.
- 1809. Norma Jean Torsky
- 1810. Norman Jones
- 1811. O'Brian, George M.
- 1812. O'Brien, Michael L.
- 1813. O'Neill, Mary P.
- 1814. Orlick Industries, Ltd.
- 1815. OSHA Recordables
- 1816. P-K Tool & Manufacturing
- 1817. Pamela K. Dotson
- 1818. Paragon/CJR
- 1819. Parkview Metal Products, Inc.
- 1820. Partridge, Steve
- 1821. Patent Holding Company
- 1822. Paul J. Turinsky
- 1823. Paul Kirsch
- 1824. Automotive Applied Technologies Limited
- 1825. Pennington, Jeff
- 1826. Peter Yang
- 1827. Petrie Household Goods Claim
- 1828. Phelps, John W.
- 1829. Phillips, Robert
- 1830. Poitra, Tammie
- 1831. Praxair Surface Technologies
- 1832. Priest, Aaron
- 1833. Pritchard, Deborah Brown
- 1834. Proud, Douglas
- 1835. Quake Global, Inc.
- 1836. Quinn, Larry
- 1837. Raphael, Naomi
- 1838. Rebecca Lea Miles
- 1839. Rebecca Rudzik
- 1840. Reilly, Jr. Thomas A.
- 1841. ASEC France
- 1842. Richard Barner
- 1843. Richard J. Jakupco

- 1844. Richard Kowalski
- 1845. Richard W. Knisley, II
- 1846. Rio Bravo Occupied Worker Housing
- 1847. Robert Givens
- 1848. Robin McCree
- 1849. Rosalyn Motley
- 1850. Rowley, Donald
- 1851. Ruben J. Rosen
- 1852. Russell Anderson, Jr.
- 1853. Russell, Thomas
- 1854. Sedberry, Joyce
- 1855. Segway
- 1856. Sharon Kelley
- 1857. Sharyl Yvette Carter
- 1858. Shawn VanAmpurg
- 1859. Shaw, Martin L.
- 1860. Shontea Jenkins
- 1861. Siemens VDO Automotive AG (SVDO)
- 1862. Smith, James O.
- 1863. Smith, Louis
- 1864. Smolik, Lillie
- 1865. Sonja Abernathy
- 1866. SouthTrust Bank
- 1867. Stansbury II, Robert L.
- 1868. Stejakowski, Dennis
- 1869. Stephen M. McKee
- 1870. Steven Williams
- 1871. Strategic Distribution Marketing De Mexico, S.A. DE C.V.
- 1872. Strattec Security Corporation
- 1873. Stuck, Ronald P.
- 1874. SungWoo
- 1875. Anglo Metals, Inc.
- 1876. Takata-Petri AG
- 1877. Talbot Case
- 1878. Tammy A. Vandale
- 1879. Tasha Kelely
- 1880. Tenneco Automotive Inc.
- 1881. Terazosin Hydrochloride
- 1882. Terrence Evans
- 1883. E&C-Sanko
- 1884. The Chamberlain Group, Inc.
- 1885. Theresa L. Spencer
- 1886. Thomas York Jr.
- 1887. Ticona

- 1888. Tina Newman
- 1889. Grundig Multimedia B.V.
- 1890. Trovan
- 1891. Tuthill, Rusty
- 1892. ESS, Inc.
- 1893. Delco Remy America, Inc. (DRA)
- 1894. Nabco
- 1895. Infratrol Cure Ovens
- 1896. U.S. Aeroteam, Inc.
- 1897. Valeo Electrical Systems, Inc.
- 1898. Valeo Switches and Detection Systems, Inc.
- 1899. Ventra - Tech
- 1900. Vincent J. Coletta
- 1901. Waldo, Richard L.
- 1902. Walter Keith Lawson
- 1903. Wheeler, Bruce C.
- 1904. Whitehead, Anthony
- 1905. Whitmire, Steven Lee
- 1906. William Ashburn
- 1907. William Blaeser
- 1908. William Jensen
- 1909. William P. Edwards
- 1910. Willis, Steven
- 1911. Woodward Diesel Pump
- 1912. Wood, Ralph
- 1913. Wright, Eugene A
- 1914. Yates, Dale A.
- 1915. Alex S. Stewart
- 1916. Anthony F. Budak
- 1917. Arnold, James Jr.
- 1918. Automotive Technologies, Inc.
- 1919. Avarette, Bessie
- 1920. Baxter, Daniel
- 1921. Bentley Rolls-Royce
- 1922. Berry, Doris
- 1923. Bhones, Diane
- 1924. BMC Holding Corporation d/b/a BMC West
- 1925. BorgWarner Inc.
- 1926. BorgWarner Turbo Systems, Inc.
- 1927. Brantley, Shalonda J.
- 1928. Brian Lyons
- 1929. Britt, Stephanie
- 1930. Brooks, Diane
- 1931. Brooks, Marvin

- 1932. Brooks, Shameila
- 1933. Brown, Celestia
- 1934. Bryce Woodward
- 1935. Buchanan, Rufus O.
- 1936. Burch, Amy R.
- 1937. Butler, Daisy J.
- 1938. Campbell, John E.
- 1939. Chivers, Kathy L.
- 1940. Clyde Wilson
- 1941. Cockrane, Ameatha
- 1942. Colbert, John E.
- 1943. Connie Fournier
- 1944. Copeland, Huey G.
- 1945. CWI
- 1946. Daniel Lamb
- 1947. Davis, Janetta
- 1948. DCX
- 1949. Diana B. McBride
- 1950. DMS NA
- 1951. Droman, Rick
- 1952. Dukarski, Katherine
- 1953. Dutton, William Boyd
- 1954. Edward Joseph Greenwood
- 1955. Elco Textron, Inc.
- 1956. Enterprise Automotive Systems
- 1957. Epsilon
- 1958. Farmer, Darryl G.
- 1959. Faurecia Exhaust Sys Inc.
- 1960. Fieger, Fieger, Kenney and Johnson
- 1961. Fields, Charlotte
- 1962. Foster, Kim L.
- 1963. Gaddis, Tracy
- 1964. Garcia, Jessie L.
- 1965. Gilyard, Jonnie
- 1966. Glass, Coy
- 1967. Glynn, Marcus
- 1968. Gonzalez, Phillip
- 1969. Gordon, Franklin
- 1970. Gordon, Patricia
- 1971. Gregory James Knighton
- 1972. Harco Industries, Inc.
- 1973. Harden, John W.
- 1974. Hardy, William
- 1975. Harold Aubert

1976. Hassel, Claudette M.
1977. Hernandez, Gloria
1978. Herndon, Laura V.
1979. Hills, Donald L., Sr.
1980. Honeywell ACS Sensing & Control
1981. Hood, Constance
1982. Hood, Kelli
1983. Howard, Mark
1984. International Truck
1985. IUE-CWA Local 755
1986. IUE-CWQ
1987. Johnson, Ruth
1988. Johnson, Shanellie
1989. Jones, David
1990. Jones, Lonnie
1991. Josey, Anita
1992. Joyce Walker
1993. Julias, Steven
1994. Kevin R. Walter
1995. Kowallek, Daniel E.
1996. Land Rover
1997. Larry Brady
1998. Larry C. Peters
1999. Latimore, John L.
2000. Lee Young
2001. Linda Hudson
2002. Lisa Gross
2003. Little, Robert W.
2004. Logistics Solution Group S.A. de C.V.
2005. Lumpkin, Robert J.
2006. Lunn, Richard
2007. Mahle Sistemas de Filtracion de Mexico
2008. Massey, Patricia
2009. Matter, Phillip
2010. MBUSI
2011. Teresa Hurst
2012. McCullough, Amy M.
2013. McDonald, Wilfred A.
2014. MCI Telecommunications Corporation
2015. McMillon, Anna
2016. Meyer and Williams
2017. Mulligan, Charles D.
2018. Ondo, Anthony C.
2019. Opel

2020. Owens, Donna
2021. Peters, Jerry
2022. Philip Gonzalez
2023. Pickett, Mary
2024. Powell, Charlene
2025. Qualls, Debbie L.
2026. Randal A. Middleton
2027. Reyes, Daniel
2028. Robert Lewis
2029. Samacki, Rachel
2030. Shanks, Carol
2031. Sherban, Daniel
2032. Sherer Electric
2033. State of New York
2034. Surles, Brenda
2035. Swain, Andrew
2036. Taylor, Kenneth
2037. Thomas, Demetrius
2038. Thompson, Maria N.
2039. Todd, William N.
2040. Vincent, Leo J.
2041. Walker, Joyce
2042. Warner-Eno, Leslie A.
2043. Wayne Conwell
2044. West, Roleda
2045. Whitaker, Samuel F.
2046. William D. Hanline
2047. Williams, Lester
2048. Wilson, Loretta
2049. Winbush, Meatha
2050. Wisehart, Rhonda
2051. Wolan, Lea
2052. Woodard, Anthony
2053. Young, Karl L.
2054. Adams, Thomas E.
2055. Aimtronics Corporation
2056. Alternative Resource, Inc.
2057. Ana Paula
2058. Anorve, Juan
2059. Apple Computer
2060. Arnold & Porter
2061. Aziz, Salman
2062. Bernstein, Sidney
2063. Brown, Jonathan

- 2064. CDA Consulting
- 2065. Celso Gon*alves Viana
- 2066. Chilton, Alfred
- 2067. Clark, Charles
- 2068. Dactem, Inc.
- 2069. Dangerfield, Shawn
- 2070. Daniel Legorreta
- 2071. Donald M. Lyon, Esq.
- 2072. Dynamic Sciences International
- 2073. Eftec North America, LLC
- 2074. Electrical Systems Motors
- 2075. Electronic Environmental Engineering
- 2076. Electrospec Cost Recovery
- 2077. Ellis, Peter
- 2078. Fabricated Metals
- 2079. Financial Services of America, LLC
- 2080. Fosbre, Frank J. Jr.
- 2081. Fromm, Pamela
- 2082. Gabrielle, Lori J.
- 2083. Glass, Garvin
- 2084. H.P. Haveles, Esq.
- 2085. Hahn Elastomer
- 2086. Hanners, Carolyn
- 2087. Harley Brakes
- 2088. Hassett & Donnelly, PC
- 2089. Howery Simon Arnold & White, LLP
- 2090. INSS
- 2091. Invensys
- 2092. Itabirito Plant
- 2093. Jan Strzebniok
- 2094. Janet E. Moser, Esq.
- 2095. Jarzyniecki, Philip
- 2096. Jeanniard
- 2097. Jeff C. Spahn, Jr., Esq.
- 2098. Joe Viviano
- 2099. Jon E. McDermott, Esq.
- 2100. Jon R. Smibert, Esq.
- 2101. Jonathan B. Taylor, Esq.
- 2102. Jones, Leland
- 2103. Jones, Rodger
- 2104. Jones, Vanessa
- 2105. Joshua A. Sherbin, Esq.
- 2106. Joyal Products, Inc.
- 2107. Junkin, Harrison & Junkin, PC

- 2108. JV Products
- 2109. Kenna Technical Services
- 2110. Kenna, William
- 2111. Kessler, Thomas
- 2112. Kreegar, William C.
- 2113. Krupp-Hoersch
- 2114. Laborsource 2000, Inc.
- 2115. Lazor, Daniel
- 2116. LK Nagano Sistemas Automotivos Ltda.
- 2117. Luiz Alberto Moreira
- 2118. Manns, Debra A.
- 2119. Matamoros
- 2120. Matthew G. Lindberg, Esq.
- 2121. Mauro Lucio Diniz
- 2122. McAleer, Adrian
- 2123. MetroCal, Inc.
- 2124. Ministerio Publico
- 2125. Missing Press Parts
- 2126. Mubea, Inc.
- 2127. MyFi Battery Fires
- 2128. Nesco
- 2129. Novo Rio Baterias Ltda.
- 2130. Nu Tech Plastics Engineering, Inc.
- 2131. Olson Tooling
- 2132. Onsalma
- 2133. Palmer, Cindie L.
- 2134. Paul Rosen, Esq.
- 2135. PODS
- 2136. Power Outage
- 2137. Public Lighting Authorities
- 2138. Reynosa
- 2139. Richard Vance, Esq.
- 2140. Ross, Marion
- 2141. Royal Freight, L.P.
- 2142. S "nia Aparecida da Silva
- 2143. Samuel W. Junkin, Esq.
- 2144. SEC-MSC Software Corporation
- 2145. Seskin, Lauren
- 2146. Smith, Erisha
- 2147. Sobel, Jonathan F.
- 2148. State of Minas Gerais
- 2149. Stewart, Andrew
- 2150. Stites & Harbison, PLLC
- 2151. Tom Van Dusen

- 2152. Valeo North American Corporate
- 2153. Watkins Motor Lines
- 2154. Weber, Herman
- 2155. William L. Seldeen, Esq.
- 2156. Williams, Modina
- 2157. Xandex, Inc.
- 2158. Yount, Loretta

XVIII. Holders of 5% or More of Equity Security of Company

- 2159. Capital Group International, Inc.
- 2160. Capital Research & Management Company
- 2161. Dodge & Cox
- 2162. State Street Bank and Trust Company
- 2163. Brandes Investment Partners, LLC

XIX. Noteholders Holding 5% or More of Insurance Notes of Company

- 2164. First Clear
- 2165. Investors Bank & Trust Co.
- 2166. Lehman Brothers, Inc.
- 2167. Mellon Trust
- 2168. ML Sfkpg
- 2169. NFS LLC
- 2170. Pershing LLC
- 2171. SSB Electronic USA

XX. Objecting/Adverse Parties/Postpetition Parties

- 2172. A. Schulman, Inc.
- 2173. Ai--Doraville, LLC
- 2174. Ai-Genesee, LLC
- 2175. Autocam Corporation
- 2176. Avenue Capital Group
- 2177. Benteler Automotive Corp.
- 2178. Concordia Advisors LLC
- 2179. Cyrus Capital Partners
- 2180. D.C. Capital Partners, L.P.
- 2181. D.E. Shaw and Co.
- 2182. DK Acquisition Partners LP
- 2183. DOTT Industries, Inc.
- 2184. Durawatch Industries Inc.
- 2185. Elliot & Associates
- 2186. Flextronics Technology (M) SDN. BHD
- 2187. Fujikura America, Inc.
- 2188. Gibbs Die Casting Corporation
- 2189. Kensington International Limited

- 2190. L&W Engineering Co.
- 2191. Lakeside Plastics Limited
- 2192. Latigo Partners, LP
- 2193. Longacre Fund Management LLC
- 2194. Lorentson Manufacturing Company, Inc.
- 2195. Mercedes-Benz International, Inc.
- 2196. Multek Flexible Circuits, Inc.
- 2197. National Molding Corp.
- 2198. Neuman Aluminum
- 2199. Northfield Acquisition Co.
- 2200. Omega Tool Corp.
- 2201. Osran Opto Semiconductors Inc.
- 2202. Pension Benefit Guaranty Corporation
- 2203. Pentastar Aviation, LLC
- 2204. Pioneer Automotive Technologies, Inc.
- 2205. SBC Communications Inc.
- 2206. Security Plastics Division, NMC, LLC
- 2207. Sheldahl de Mexico S.A. de C.V.
- 2208. Southtec, LLC
- 2209. Springfield Associates LLC
- 2210. Venture Plastics, Inc.
- 2211. Wilmington Trust Company
- 2212. Worthington Steel Company
- 2213. XM Satellite Radio, Inc.
- 2214. Alcan Rolled Products-Ravenswood, LLC
- 2215. Baker Hughes Incorporated
- 2216. Baker Petrolite Corporation
- 2217. BASF Corporation
- 2218. Datwyler Inc.
- 2219. Detroit Heading, LLC
- 2220. GKN Sinter Metals, Inc.
- 2221. Greer Stop Nut, Inc.
- 2222. Hexcel Corporation
- 2223. Hydro Aluminum
- 2224. INA USA, Inc.
- 2225. JAE Electronics
- 2226. Kelsey-Hayes Company
- 2227. Koyo Corporation
- 2228. LBQ Foundry S.A. de C.V.
- 2229. Le Belier
- 2230. March Coatings, Inc.
- 2231. Miniature Precision Components
- 2232. NSS Technologies, Inc.
- 2233. Public Employee's Retirement System of Mississippi

- 2234. Quasar Industries, Inc.
- 2235. Raiffeisen Kapitalanlage-Gesellschaft m.b.H.
- 2236. Roater Coaters International, Inc.
- 2237. Robin Industries, Inc.
- 2238. Rothrist Tube (USA) Inc.
- 2239. S & Z Tool & Die, Inc.
- 2240. Saturn Electronics
- 2241. Serigraph, Inc.
- 2242. Serma Coat Limited Liability Co.
- 2243. Southwire Company
- 2244. SPS Technologies Waterford Company
- 2245. SPS Technologies, LLC
- 2246. Stichting Pensioenfonds ABP
- 2247. Sumitomo Corporation of America
- 2248. Teacher's Retirement System of Oklahoma
- 2249. TRW Canada Limited
- 2250. TRW Electronica Ensambles S.A. de C.V.
- 2251. TRW Vehicle Safety Systems, Inc.
- 2252. Valeo Climate Control Corp.
- 2253. Wamco, Inc.
- 2254. Wren Industries, Inc.
- 2255. Alicia M. Leonhard
- 2256. Avon Automotive
- 2257. Barnes Group Inc.
- 2258. BEI Sensors & Systems Company
- 2259. BEI Technologies, Inc.
- 2260. Cadillac Rubber & Plastic
- 2261. Castrol Industrial North America Inc.
- 2262. Daewoo International (America) Corp.
- 2263. Hitachi Magnetics Corporation
- 2264. Hoover Precision Products, Inc.
- 2265. Motion Industries, Inc.
- 2266. OSRAM Opto Semiconductors Inc.
- 2267. Penn United Technology
- 2268. Pridgeon & Clay, Inc.
- 2269. Sojitz Corporation of America
- 2270. Sony Electronics, Inc.
- 2271. Trans Tron, Ltd., Inc.
- 2272. Trans-Matic Mfg. Co., Inc.
- 2273. Wellman, Inc.
- 2274. Pullman Bank and Trust Company
- 2275. Behr Industries Corporation
- 2276. Eclipse Tool & Die, Inc.
- 2277. Huntsville Radio Service, Inc.

- 2278. MacAuto USA, Inc.
- 2279. Specmo Enterprises
- 2280. Susan M. Buttitta
- 2281. The Lee Company
- 2282. Tricon Industries, Inc.
- 2283. CSX Transporation, Inc.
- 2284. AMR Industries
- 2285. Appaloosa Management L.P.
- 2286. Earl Washington
- 2287. ENTEK International, LLC
- 2288. ESPEC North America, Inc.
- 2289. Jon C. Cox
- 2290. JST Manufacturing Co., Ltd.
- 2291. Lafonza Earl Washington
- 2292. Law Debenture Trust Company Of New York
- 2293. Morrie Wayne Henry
- 2294. Proto Manufacturing
- 2295. Rafael De Paoli
- 2296. Schmidt Technology GmbH
- 2297. Sensus Precision Die Casting, Inc.
- 2298. Thermo NITON Analyzers LLC
- 2299. Cascade Die Casting Group, Inc.
- 2300. Cherokee North Kansas City, LLC
- 2301. Deutsch Dagan Ltd.
- 2302. Martin L. Shannon Shaw
- 2303. Flow Dry Technology Ltd.
- 2304. Yoder Industries Inc.
- 2305. Master Products Inc.

XXI. Master Service List and 2002 List

- 2306. Airgas, Inc.
- 2307. Aluminum International, Inc.
- 2308. APL Co. Pte Ltd.
- 2309. Armada Rubber Manufacturing Company
- 2310. Bank of Lincolnwood
- 2311. Bartech Group, Inc.
- 2312. Brown Rudnick Berlack Israels LLP
- 2313. Brush Engineered Materials
- 2314. Calsonic Kansei North America, Inc.
- 2315. Cameron County, Brownsville ISD
- 2316. Capro, Ltd.
- 2317. Cerberus Capital Management, L.P.
- 2318. Chromalloy Gas Turbine Corporation
- 2319. Cohen Weiss & Simon

- 2320. Coherent, Inc.
- 2321. Compuware Corporation
- 2322. Conceria Pasubio
- 2323. Contrarian Capital Management, L.L.C.
- 2324. CoorsTek, Inc.
- 2325. Curtis, Mallet-Prevost, Colt & Mosle LLP
- 2326. Daishinku (America) Corp.
- 2327. Dallas County
- 2328. Davis Polk & Wardwell
- 2329. Eikenberry & Associates, Inc.
- 2330. Federal Express Corporation
- 2331. Fischer Automotive Systems
- 2332. Floyd Manufacturing Co., Inc.
- 2333. Fortune Plastics Company
- 2334. Hewitt Tool & Die, Inc.
- 2335. Hodgson Russ LLP
- 2336. Honigman Miller Schwartz & Cohen LLP
- 2337. Industrial Ceramics Corporation
- 2338. Internal Revenue Service
- 2339. Jefferies & Company, Inc.
- 2340. KDS America
- 2341. Kramer Levin Naftalis & Frankel LLP
- 2342. Kurtzman Carson Consultants
- 2343. Latham & Watkins LLP
- 2344. Linear Technology Corporation
- 2345. Mays Chemical Company
- 2346. McDermott Will & Emery LLP
- 2347. McTigue Law Firm
- 2348. MEMC Electronic Materials, Inc.
- 2349. Millwood, Inc.
- 2350. Morrison Cohen LLP
- 2351. Motorola Semiconductor Systems
- 2352. National City Commercial Capital
- 2353. New Jersey Self-Insurers Guaranty Association
- 2354. Northeast Regional Office of Securities and Exchange Commission
- 2355. Pacific Gas Turbine Center, LLC
- 2356. Penske Truck Leasing Co., L.P.
- 2357. Phillips Nizer LLP
- 2358. Priority Health
- 2359. QAD, Inc.
- 2360. Quadrangle Debt Recovery Advisors, LLC
- 2361. Quadrangle Group LLC
- 2362. Quaker Chemical Corporation
- 2363. Rassini, S.A. de C.V.

- 2364. Relco, Inc.
- 2365. Sanders Lead Co.
- 2366. SANLUIS Rassini International, Inc.
- 2367. Seyfarth Shaw LLP
- 2368. Simpson Thatcher & Bartlett LLP
- 2369. Solectron Corporation
- 2370. Solectron Invotronics
- 2371. Spencer Fane Britt & Browne LLP
- 2372. Stevens & Lee, P.C.
- 2373. Tarrant County
- 2374. Teleflex Automotive Manufacturing Corporation
- 2375. Teleflex Incorporated
- 2376. Teleflex Morse (Capro)
- 2377. The Durham Companies, Inc.
- 2378. Thermotech Company
- 2379. Thyssenkrupp Stahl Company
- 2380. Thyssenkrupp Waupaca, Inc.
- 2381. Togut, Segal & Segal LLP
- 2382. Tonolli Canada Ltd.
- 2383. Toyota Tsusho America, Inc.
- 2384. Tyz-All Plastics, Inc.
- 2385. Universal Metal Hose, Co.
- 2386. UPS Supply Chain Solutions, Inc.
- 2387. V.J. ElectroniX, Inc.
- 2388. Veritas Software Corporation
- 2389. VJ Technologies, Inc.
- 2390. Wako Electronics (USA), Inc.
- 2391. Ward Products, LLC
- 2392. Warner Stevens, L.L.P.
- 2393. Weil, Gotshal & Manges LLP
- 2394. Worker's Compensation Agency
- 2395. 975 Opdyke, L.P.
- 2396. Adell Plastics, Inc.
- 2397. America Online, Inc.
- 2398. American Aikoku Alpha, Inc.
- 2399. American Finance Group, Inc.
- 2400. AP Racing
- 2401. APS Clearing
- 2402. ATS Automation Tooling Systems, Inc.
- 2403. Averitt Express, Inc.
- 2404. Batesville Tool & Die
- 2405. Bibielle S.p.A.
- 2406. Bing Metals Group, Inc.
- 2407. Brazeway, Inc.

- 2408. Brembo S.p.A.
- 2409. Brighton Limited Partnership
- 2410. Canon U.S.A. Inc.
- 2411. Chicago Miniature Optoelectronic Technologies, Inc.
- 2412. Computer Patent Annuities Limited Partnership
- 2413. Cornell University
- 2414. Crown Enterprises, Inc.
- 2415. Dayton Supply & Tool Company
- 2416. Diemolding Corporation
- 2417. D-J, Inc.
- 2418. Doosan Infracore America Corp.
- 2419. DPS Information Services, Inc.
- 2420. Economy Transport, Inc.
- 2421. Emhart Technologies LLL
- 2422. Etkin Equities, Inc.
- 2423. Excel Global Logistics, Inc.
- 2424. FCI Connect, Inc.
- 2425. Flextech, Inc.
- 2426. Foster Electric USA, Inc.
- 2427. General Chemical Performance Products LLC
- 2428. Gentral Transport International, Inc.
- 2429. Grote Industries
- 2430. Guaranty Capital Corporation
- 2431. GW Plastics, Inc.
- 2432. Hosiden American Corporation
- 2433. IBJTC Business Credit Corporation
- 2434. ICX Corporation
- 2435. Ideal Tool Company, Inc.
- 2436. ITT Industries, Inc.
- 2437. ITW Mortgage Investments IV, Inc.
- 2438. Jiffy-Tite Co., Inc.
- 2439. Jon Ballin
- 2440. Kamax L.P.
- 2441. Kuss Corporation
- 2442. Lankfer Diversified Industries, Inc.
- 2443. Logistics Insight Corp (LINC)
- 2444. Madison Capital Management
- 2445. Maquilas Teta Kawi, S.A. de C.V.
- 2446. Marquardt GmbH
- 2447. Marquardt Switches, Inc.
- 2448. Marshall E. Campbell Company
- 2449. McAlpin Industries, Inc.
- 2450. MeadWestvaco Corporation
- 2451. Metal Surfaces, Inc.

- 2452. Metro Fibres, Inc.
- 2453. Miami-Dade County
- 2454. Michigan Heritage Bank
- 2455. Milwaukee Investment Company
- 2456. Moody's Investors Service
- 2457. National Instruments Corporation
- 2458. NDK America, Inc.
- 2459. NDK Crystal, Inc.
- 2460. Nichicon (America) Corporation
- 2461. Noma Company
- 2462. Norsk Hydro Canada, Inc.
- 2463. Nova Chemicals, Inc.
- 2464. Oasis SiliconSystems AG
- 2465. Offshore International, Inc.
- 2466. Oki Semiconductor Company
- 2467. Optrex America, Inc.
- 2468. Oracle Credit Corporation
- 2469. Oracle USA, Inc.
- 2470. Orbotech, Inc.
- 2471. Parlex Corporation
- 2472. PIA Group
- 2473. Pillarhouse (U.S.A.), Inc.
- 2474. Precision Mold and Tool Group
- 2475. Prince George County, Maryland
- 2476. Professional Technologies Services
- 2477. Reliable Castings
- 2478. RF Monolithics, Inc.
- 2479. Royberg, Inc.
- 2480. Sagami America, Ltd.
- 2481. SAP America, Inc.
- 2482. Schunk Graphite Technology
- 2483. Seven Seventeen Credit Union
- 2484. Siemens Logistics Assembly Systems, Inc.
- 2485. Silver Point Capital, L.P.
- 2486. SL America, Inc.
- 2487. SL Tennessee, LLC
- 2488. SMSC NA Automotive, LLC
- 2489. Solution Recovery Services
- 2490. Source Electronics, Inc.
- 2491. Southwest Metal Finishing, Inc.
- 2492. Special Devices, Inc.
- 2493. Standard Microsystems Corporation
- 2494. Stanley Electric Sales of America, Inc.
- 2495. Sumco, Inc.

- 2496. Taiho Corporation of America
- 2497. Taxing Authorities
- 2498. Tessy Plastics Corp.
- 2499. Texas Comptroller of Public Accounts
- 2500. The Proctor & Gamble Company
- 2501. Toshiba America Electronic Components, Inc
- 2502. Trutron Corporation
- 2503. UGS Corporation
- 2504. Umicore Autocat Canada Corporation
- 2505. United Power, Inc.
- 2506. Universal Am-Can, Ltd.
- 2507. Universal Truckload Services, Inc.
- 2508. Vibracoustic de Mexico, S.A. de C.V.
- 2509. Victory Packaging
- 2510. WL. Ross & Co., LLC
- 2511. ZF Group North America Operations, Inc.

EXHIBIT O

Delphi Corporation
Special Party

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
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EXHIBIT S

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Ropes & Gray	Richard Inz			New York	NY 10020-1105	212-596-9000	212-596-9090

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Brown & Connery LLP	Attn: Michael J. Vassalotti	360 Haddon Avenue	PO Box 539	Westmont	NJ	08108	On behalf of SGL Defendants
Jenner & Block LLP	Attn: Matthew M. Neumeier	One IBM Plaza		Chicago	IL	60611	On behalf of Schunk Defendants

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Ropes & Gray	Richard Inz			New York	NY 10020-1105	212-596-9000	212-596-9090

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EXHIBIT Y

Delphi Corporation
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